

ISSUE DATE: November 4, 2019

**NOTICE**

**REQUEST FOR PROPOSALS**

**FOR  
ORANGE COUNTY CONVENTION CENTER NORTH/SOUTH BUILDING  
IMPROVEMENTS COMMISSIONING SERVICES  
RFP # Y20-903-JS**

The Board of County Commissioners, Orange County, Florida, is accepting sealed Proposals to be received **NO LATER THAN 2:00 P.M. (local time) on December 17, 2019, for ORANGE COUNTY CONVENTION CENTER NORTH/SOUTH BUILDING IMPROVEMENTS COMMISSIONING SERVICES.**

**A Non-Mandatory Pre-Proposal Conference** will be held **November 18, 2019, at 1:30 P.M.**, at the **Orange County Convention Center, West Building, Room W309, 9800 International Drive Orlando, Florida 32819.** Interested Proposers are encouraged to attend.

Proposals will be accepted at:

Orange County Procurement Division  
Internal Operations Centre II  
400 East South Street, Second Floor  
Orlando, Florida 32801  
(407) 836-5635

Copies of the Request for Proposals may be obtained from the Orange County Procurement Division at the above address. Copies may also be requested by phone (407) 836-5635.

NOTE: This Request for Proposals is available for downloading from the internet at [orangecountyfl.net](http://orangecountyfl.net).

Carrie Mathes, MPA, CFCM, CPPO, C.P.M.  
Manager, Procurement Division

**NOTICE TO PROPOSERS**

To ensure that your Proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Jacqueta Scott at (407) 836-5456. **You may contact Jacqueta Scott at any time during this process, including during the black out period.**

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REQUEST FOR PROPOSALS  
FOR  
CONTINUING  
ORANGE COUNTY CONVENTION CENTER NORTH/SOUTH BUILDING  
IMPROVEMENTS COMMISSIONING SERVICES  
RFP # Y20-903-JS

**PURPOSE:**

The Board of County Commissioners, Orange County, Florida, is soliciting Proposals to provide Continuing ORANGE COUNTY CONVENTION CENTER NORTH/SOUTH BUILDING IMPROVEMENTS COMMISSIONING SERVICES.

**INSTRUCTIONS TO PROPOSERS:**

1. Firms or companies desiring to provide services, as described herein, shall submit one (1) Proposal (clearly marked), nine (9) copies (a total of 10 Proposals) and one (1) electronic copy on a USB drive for document management purposes not later than 2:00 P.M. local time, December 17, 2019, to:

Orange County Procurement Division  
Internal Operations Centre II  
400 E. South Street, 2nd Floor  
Orlando, Florida 32801

If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

**Respondents are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your Proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.**

A Non-Mandatory Pre-Proposal conference will be conducted on November 18, 2019, 1:30 P.M. at Orange County Convention Center, West Building, Room W309, 9800 International Dr. Orlando, FL 32819. All interested parties are urged to attend.

2. The time and date for receipt of Proposals will be scrupulously observed. The County shall not be responsible for late deliveries or mail delays. The time/date stamp clock in the Procurement Division shall serve as the official authority to determine lateness of the Proposal.
3. **The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance).**
4. Proposals received after the specified time and date shall be returned unopened.

The decision to refuse to consider a bid or proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County (Procurement Ordinance). All Proposals will be opened publicly and the names of all Proposers shall be read aloud.

5. Proposers must submit ONLY the attached forms, lettered A through P, in the same order as presented herein. Failure to submit all forms may result in disqualification of your Proposal. **However, failure to submit forms B, C, D, E, F, H and J may negatively impact the evaluation of the Proposal.** This shall also apply to Form K if the Proposer is submitting as a Joint Venture. The County shall not be responsible for re-calculation or interpretations of information provided on any form.

**NOTE:** These forms are periodically edited. Proposers must use the forms as they appear herein for this project. Form G is not used.

6. Modification or alteration of the documents contained in this solicitation or the contract resulting from this solicitation shall only be made upon receipt of prior written consent of the County.
7. The submission of GSA Forms 254 or 255 are not acceptable. The submission of these forms shall result in disqualification of your Proposal as non-responsive.
8. Proposers are instructed NOT to include pictures, drawings, graphs, dividers or table of contents. Submittal of pictures, drawings, graphs, dividers and/or table of contents may result in disqualification of your Proposal as non-responsive. Do not use a cover or binder. Use one (1) staple in UPPER left-hand corner only.
9. With respect to Forms D, E, F and H, no sideways printing on pages will be permitted. Also with respect to Forms D, E, F and H, print must be no smaller than 12 point when using a computer, or must be 10 pitch when using a typewriter.
10. Faxed Proposals shall be rejected as non-responsive, regardless of where the fax is received.
11. Proposers must indicate on their Proposal envelope the following:  
Request for Proposals Number Y20-903-JS  
Date of Opening - December 17, 2019  
Name of Proposer  
Return Address of the Proposer
12. Proposers shall not contact any member of the Orange County Procurement Committee or any staff (except as provided below) regarding this Proposal until such time as a contract is awarded. All inquiries pertaining to this Request for Proposal must be directed through the Procurement Division.
13. Questions concerning this Request for Proposals must be directed to Jacqueta Scott, Contracting Agent, email [Jacqueta.Scott@ocfl.net](mailto:Jacqueta.Scott@ocfl.net). Any Proposer who initiates any discussions with staff in any manner other than that described above is subject to disqualification from this procurement.
14. Information regarding Procurement Committee scheduling and Board approvals are available by calling the Procurement Division Reception Desk at (407) 836-5635 or by accessing the Procurement Committee schedule at

<http://apps.ocfl.net/OrangeBids/Procurement/default.asp>. Also, an email notice of the Procurement Committee meeting will be sent to all proposers.

15. Technical concerns/questions shall be submitted in writing, no later than 4:00 P.M. December 3, 2019, to:

Jacqueta Scott, Contracting Agent  
Procurement Division  
400 E. South Street, 2nd Floor  
Orlando, Florida 32801  
[Jacqueta.Scott@ocfl.net](mailto:Jacqueta.Scott@ocfl.net)

**You may contact Jacqueta Scott at any time during this process, including during the black out period.**

16. **ORAL INTREPRETATIONS**

No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager of the Procurement Division.

17. **DRUG FREE WORKPLACE**

The Drug Free Workplace Form (Form L) is attached and shall be completed and submitted with your proposal.

18. **DRAFT CONTRACT**

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its discretion.

19. **WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred and twenty (120) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

20. **SOLICITATION CANCELLATIONS**

Orange County reserves the right, and the Manager of the Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

## **TERMS AND CONDITIONS:**

1. A minimum coverage of Professional Liability Insurance in the amount of \$1,000,000 (with a deductible permitted not in excess of \$100,000) will be required for this project.
2. Selection shall be in accordance with F.S. 287.055 and the County's adopted selection procedures.
3. The County reserves the right to accept or reject any or all Proposals that it may in its sole discretion deem non-responsive, to waive technicalities, or to accept the Proposal which, in its sole judgment, is most advantageous and best serves the over-all interests of the County.
4. The County reserves the right to request clarification of information submitted and to request additional information of one or more Proposers after the deadline for receipt of Proposals.
5. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals.
6. By submission of a Proposal, the Proposer agrees that all costs associated with the preparation of his/her Proposal will be the sole responsibility of the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with the preparation of the Proposal and/or any administrative or judicial proceedings resulting from the solicitation process.
7. Proposers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin.

## **8. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:**

- a. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of certified minority/women business enterprise is 27% of the contract value for this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 18% minority and 6% women employee workforce levels in specific categories.
- b. All participating M/WBE firms must be **currently certified by Orange County**. The Business Development Division's most recent M/WBE directory is available by e-mail or through the Orange County web site at OrangeCountyfl.net. **Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification. All firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used.** If a firm claims to be certified, but is not listed in the Directory the Proposer should obtain a copy of their Orange County Certificate and/or contact the Business Development Division at (407) 836-7317 for verification of certification.

- c. The County has a graduate program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. All professional service solicitations for which the County has estimated the overall contractual fees to be awarded to the prime in excess of \$500,000 are eligible for graduate M/WBE participation. The prime consultant will receive full M/WBE credit for the use of graduate M/WBE's that meet all other requirements.

The contract solicited through this RFP is estimated to be valued over \$500,000 and therefore, graduate M/WBE's are eligible to participate.

It is the proposing firm's responsibility to ensure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate.

- d. The County has established a **credit program** whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. Emphasis will be placed on credits for non-County utilization and first-time M/WBE utilization.

Proposers are encouraged to contact the Business Development Division for information on acquiring and applying the credits.

- e. Proposers **must submit signed Letter of Intent** (Form M-1) with their Proposal for all **current Orange County certified M/WBE sub-consultants** identified on Form B. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the **overall** contract fees to be contracted to the listed sub-consultant. **Letters of Intent must be signed by both the Proposer and the M/WBE subconsultant.**

The Consultant **must** include in the subcontract agreement:

- 1) **Prompt Payment Clause to the M/WBE sub consultant to state: "payment will be made to the sub-consultant/suppliers within 72 hours of receipt of payment from the County."**
- 2) **The following statement: "It is the M/WBE's responsibility to submit the required payment verification reports to the prime consultant quarterly and the Final M/WBE payment verification form directly to Business Development Division."**
- 3) **Termination clause to state: "The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager, nor shall the prime reduce the scope of work or the percentage of the overall contract fees or a sub-consultant without written authorization of the Business Development Division Manager."**

**The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.**

- f. The awarded prime consultant's responsibilities and requirements are itemized below:

- (1) File copies of **all executed sub-consultant agreement/contracts** between the **prime and all M/WBE sub-consultants on the project** to Orange County Business Development Division **one time for the duration of the contract.**
- (2) The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to each sub-consultant utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime consultant prior to the issuance of final payment.
- (3) The prime consultant shall submit an updated quarterly MWBE utilization report, Equal Opportunity Workforce Schedule and M/WBE payment verification forms for all professional service contracts. It is the responsibility of the Prime Consultant to submit the payment verification forms with the referenced reports. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period. Payment applications, task authorizations and contract renewals may be delayed if these reports are not submitted every quarter in a timely manner until completion of project indicating final report. Failure of the M/WBE to comply with the submittal of the payment verification forms to the Prime consultant could negatively affect their re-certification.
- (4) The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager, nor shall the prime reduce the scope of work or monetary value of a sub-consultant without written authorization of the Business Development Division.
- (5) The prime consultant shall expeditiously advise all M/WBE's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

**Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on Form B and included on Form M-1 with the Business Development Division.**

9. The Proposer understands that this RFP does not constitute an agreement or contract with the Proposer.
10. Any Proposer who submits in its Proposal to the County any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.
11. **SHORTLISTS, PROTESTS AND LOBBYING:** The recommended short list of



firms, ranked highest to lowest, will be posted for review by interested parties at the Procurement Division and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain for a period of five full business days. Failure to file a protest to the Procurement Division Manager by 5:00 PM on the fifth full business day after the posting date shall constitute a waiver of protest proceedings. Additional information relative to protests can be found at the following site:

<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

### **Orange County Lobbyist Regulations General Information**

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon Contract award. Additional information relative to lobbying can be found at:

<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

The Board of County Commissioners may void any Contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the blackout period restrictions of Ordinance No. 2002-15.

## **12. ETHICS COMPLIANCE**

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

a. Orange County Specific Project Expenditure Report -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The bidder, proposer or responder to the solicitation shall not be awarded a contract unless this form has been completed and submitted.

Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

b. Relationship Disclosure Form – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid, proposal or response to an Orange County solicitation.

No contract award will be made unless this form has been completed and submitted. Any questions concerning this form shall be addressed to the contracting agent identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning this form is attached for your information.

13. **JOINT VENTURES**

Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", (Form K) and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract.**

**Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit a completed Form K along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal.

14. Conflict/Non-Conflict of Interest and Litigation Statement shall be completed and signed. Additional requested information shall be attached, if applicable.

15. **PUBLIC ENTITY CRIME STATEMENT (FS 287.133)**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid or Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, consultant or subconsultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida State Statutes Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

16. **SUBCONSULTANTS**

Proposers shall list **all** proposed subconsultants to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE). Form B is provided for this information.

Proposers are expressly prohibited from substituting subconsultants projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subconsultants' firm going out of business; death of the owner of the firm; or the inability of the subconsultant to perform the work specified.

Should such an occurrence arise, it must be substantiated, and the subconsultant substitution approved, by the County prior to contact execution. Requests for substitution of subconsultants who are **cumulatively** scheduled to

perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subconsultant. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

17. Failure of any Proposer to comply with the INSTRUCTIONS TO PROPOSERS and TERMS AND CONDITIONS of this Request for Proposal, unless specifically identified as a mandatory requirement by the word "shall", may render the Proposal non-responsive and ineligible from further consideration.
18. The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Proposer, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Proposer any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

19. **BONUS POINTS FOR HIRING OF DISLOCATED WORKERS**

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire dislocated workers residing in Orange County, Florida as full-time employees for the duration of the contract.. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points. To be eligible for bonus points, Proposers must complete Form WR- Section I (attached) listing the number of dislocated workers to be hired full-time and submit with the Proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a full-time basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison at (407) 836-5484 to assist with meeting this requirement.

**The failure of the consultant to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.**

During performance of the contract, the Consultant will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Consultant shall contact the BDD Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

20. **BONUS POINTS FOR HIRING REGISTERED SERVICE-DISABLED VETERANS**

Additional point consideration will be available for those proposing to hire registered service-disabled veteran business enterprises. Proposers will receive the following point allocation:

A. Registered service-disabled veteran business enterprise proposers competing as a prime Consultant shall receive five (5) points;

B. Registered service-disabled veteran business enterprise proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points;

C. Proposers with registered service-disabled veteran business enterprise sub-consultants on their team shall receive two points for each sub-consultant up to a maximum of ten (10) points.

D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.

E. Proposers shall submit signed Letters of Intent (**Form M-2**) with their proposal for all current Orange County registered sub-consultants identified on **Form B**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the **overall** contract fees to be contracted to the listed sub-consultant. **Letters of Intent must be signed by both the Proposer and the SDV subconsultant.**

F. The Consultant's responsibilities and requirements are itemized below:

1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Consultants.
2. File copies of all executed sub-consultant agreement/contracts between the prime and all SDV sub-consultants on the project to Orange County Business Development Division.
3. The Consultant shall furnish written documentation evidencing actual dollars paid to each sub-consultant utilized by the prime Consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Consultant prior to the issuance of final payment.

4. The Consultant shall submit an updated quarterly SDV utilization report and the "Equal Opportunity Workforce Schedule" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
5. The Consultant shall not substitute, replace or terminate any SDV firm without prior written authorization of the Business Development Division, nor shall the Consultant reduce the scope of work or monetary value of a sub-consultant without written authorization of the Business Development Division.
6. The Consultant shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on Form B and included on Form M-2.

Proposers are expressly prohibited from substituting sub-consultants projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the sub-consultants' firm going out of business; death of the owner of the firm; or the inability of the sub-Consultant to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub- substitution approved, by the County prior to contact execution.

Requests for substitution of sub-consultants who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed sub-consultant. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

When considering two (2) or more proposals, or replies for the procurement of

commodities or contractual services, where at least one is from a registered service-disabled veteran business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the registered service-disabled veteran business enterprise.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

The Proposer shall contact the Business Development Division Liaison at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

21. **CONTRACT AWARD**

The County reserves the right to award one or more contracts for this service if this action is determined to be in its best interest.

22. **KEY PERSONNEL**

**Commissioning Manager:** The Commissioning Manager shall be a Registered Professional Engineer in the State of Florida and currently employed by the Prime. The Commissioning Manager must be Building Commissioning Association – Certified Commissioning Professional (CCP), Association of Heating, Refrigeration and Air Conditioning Engineers – Commissioning Process Management Professional (CPMP), University of Wisconsin-Madison - Accredited Commissioning Process Authority Professional (CxAP or CAP) or AABC Commissioning Group - Certified Commissioning Authority (CxA).

**Project Engineer:** The Project Engineer must be Building Commissioning Association – Certified Commissioning Professional (CCP), Association of Heating, Refrigeration and Air Conditioning Engineers – Commissioning Process Management Professional (CPMP), University of Wisconsin-Madison - Accredited Commissioning Process Authority Professional (CxAP or CAP) or AABC Commissioning Group - Certified Commissioning Authority (CxA).

23. **REFERENCE CHECKS**

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County may be calling or emailing them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively

impact the rating of the Proposal. The reference shall be the owner or a representative of the owner. An owner's representative is defined as a firm or individual hired by the owner to oversee the design or construction oversight services performed by the prime consultant. Consultants or contractors who provided services under the referenced project (contract) shall not be accepted as references unless they were hired as the owner's representative for the referenced project (contract).

24. **VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person under this contract, the Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the contract term, and an express requirement that Consultants include in such subcontracts the requirement that subconsultants performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term.

For more information on this process, please refer to United States Citizenship and Immigration Service site at:  
<http://www.uscis.gov/portal/site/uscis>.

**Only those employees determined eligible to work within the United States shall be employed under this contract.**

By submission of a bid in response to this solicitation, the Consultant affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Consultant shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

25. **WEIGHTED CRITERIA**

The following criteria and weights shall be utilized in the evaluation of the Proposals:

<u>Criteria</u>	<u>Weight</u>
Similar Projects Completed by the Proposed Commissioning Manager (Form D)	15
Similar Projects Completed by the Proposed Project Engineer (Form E)	10
Skills and experience of the Project Team (Form F)	15
M/WBE Participation (Form B, J, K, M)	15

Location (Form C)	10
Volume of Work Previously Awarded by the County	5
Approach, Understanding, Scope Response (Form H)	30
TOTAL	100

26. **SIMILAR PROJECTS**

Similar Projects for the proposed Commissioning Manager and Project Engineer for purpose of this Request for Proposals has been defined as projects for which services have been **successfully completed within the past ten (10) years, immediately preceding the due date of proposals in response to this Request for Proposals, of commercial/industrial building space**, within the contiguous United States, Alaska and Hawaii.

**Project Type A:** At least one (1) Similar Project must be a renovation or expansion of building space of at least 250,000 contiguous square feet on an ACTIVE fully operational general assembly facility (airports, arenas, convention centers, university campus facilities, hotels, stadiums).

**Project Type B:** The remaining two (2) Similar Projects can be a renovation, expansion or new construction of building space of at least 100,000 contiguous square feet, on general assembly facility (airports, arenas, convention centers, university campus facilities, hotels, stadiums), and

Each Similar Project shall include descriptions of the proposed Commissioning Manager and/or Project Engineer’s roles in the following Project Elements.

**Project Elements**

1. **Management of whole building commissioning for a LEED certified project**
2. **Development of Commissioning Plan and Schedule**
3. **Writing Commissioning Specifications**
4. Operational troubleshooting of HVAC systems
5. Commissioning of Direct Digital Control (DDC) systems
6. Commissioning of Lighting Control systems
7. Verification of TAB of HVAC system
8. Coordination of O&M training



### **“Similar Projects” Criteria Scoring (Forms D & E):**

In order to receive consideration as a “Similar Project” each project shall fully meet the above similar project description and contain Project Element numbers one (1), two (2) and three (3). Failure to meet these requirements shall result in the project not considered as a similar project and receive a score of zero for that project.

Each “Similar Project” shall be scored based on the following elements:

1. Proposers shall submit three (3) “Similar Projects of which includes at least one (1) Type A “Similar Projects”, whereas the remaining two (2) “Similar Projects” can be either a Type A or Type B, for the proposed Commissioning Manager.
2. Proposers shall submit three (3) “Similar Projects of which includes at least one (1) Type A “Similar Projects”, whereas the remaining two (2) “Similar Projects” can be either a Type A or Type B, for the proposed Project Engineer.
3. The Proposed Commissioning Manager and Project Engineer may submit the same “Similar Projects”.
4. To be considered for one-half (1/2) point, each “Similar Project” submitted must contain **Elements one (1), two (2) and three (3)** and a minimum of two (2) additional Project Elements described above.
5. To be considered for one (1) point, each “Similar Project” submitted must contain **Elements one (1), two (2) and three (3)** and a minimum of four (4) additional Project Elements described above.
6. Projects that are not successfully completed or not similar to the proposed project shall receive zero (0) points. Projects that do not contain all mandatory elements shall receive zero (0) points.

### **KEY PERSONNEL**

**Commissioning Manager:** To be credited as “Similar Projects” for the proposed Commissioning Manager, the individual shall have served as the Commissioning Manager for three (3) “Similar Projects” that have successfully completed.

**Project Engineer:** To be credited as “Similar Projects” for the proposed Project Engineer, the individual shall have served as either the Commissioning Manager or Project Engineer for three (3) “Similar Projects that have successfully completed.

### **DEFINITIONS**

**Successfully completed:** Defined as completion of the work and the “Owner has accepted the work.

**Commissioning Manager:** Defined as the individual who managed the administrative elements of the “Similar Project”, was the primary point of contact for the client, and directed the production of the work products. The Commissioning Manager shall be a Registered Professional Engineer in the State of Florida and currently employed by the Commissioning Agent. The Commissioning Manager must be Building Commissioning Association – Certified Commissioning Professional (CCP), Association of Heating, Refrigeration and Air Conditioning Engineers – Commissioning Process Management Professional (CPMP), University of Wisconsin-Madison - Accredited Commissioning Process Authority Professional (CxAP or CAP) or AABC Commissioning Group - Certified Commissioning Authority (CxA).

**Project Engineer:** Defined as the individual who has served as either the Commissioning Manager or assisted the Commissioning Manager as the lead technical supervisor of project commissioning activities as described in the “Similar Project” criteria. This position also serves as the point of contact for the client in the Commissioning Manager's absence. The Project Engineer must be Building Commissioning Association – Certified Commissioning Professional (CCP), Association of Heating, Refrigeration and Air Conditioning Engineers – Commissioning Process Management Professional (CPMP), University of Wisconsin-Madison - Accredited Commissioning Process Authority Professional (CxAP or CAP) or AABC Commissioning Group - Certified Commissioning Authority (CxA).

Under this “Similar Project” description, the project may have been performed under a specific contract. Also, a specific project performed under a continuing contract may be submitted. However, the basic continuing contract is not acceptable as a “Similar Project”.

**The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions are identified and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description will negatively impact the scoring for the project.**

**Failure to identify the specific performance requirements and/or dimensions of the project to ensure it meets the similar project description shall negatively impact that project’s score.**

*Note: Determination of a project as similar shall be at the sole discretion of the County.*

27. **EXPERIENCE OF THE PROJECT TEAM**

It is the responsibility of the Proposer to verify sub consultants and/or other team member’s satisfactory performance on previous Orange County projects.

The team shall have a Commissioning Manager that is a Professional Engineer in the State of Florida, with other Engineers as appropriate that are also registered engineers. Project managers, lead field engineers, and field support staff may be non-engineers who have the technical training, past field experience and skills in Commissioning, especially in the areas of TAB, HVAC operations, DDC systems and electrical system operations.

Consideration shall be given to firms with team members possessing one or more commissioning certifications provided by the following:

1. Building Commissioning Association – Certified Commissioning Professional (CCP)
2. Association of Heating, Refrigeration and Air Conditioning Engineers – Commissioning Process Management Professional (CPMP)
3. University of Wisconsin-Madison - Accredited Commissioning Process Authority Professional (CxAP or CAP)
4. AABC Commissioning Group - Certified Commissioning Authority (CxA)

28. **VOLUME OF WORK**

The county shall evaluate information in its “Volume of Work” database to determine the Proposers’ scores for the Volume of Work criteria. This information is available on-line at:

<http://www.orangecountyfl.net/VendorServices/VolumeofWorkReport.aspx>

**This database includes only the award amounts specifically attributable to the consultant, either as a prime or as a sub-consultant or as a member of a joint venture under previously awarded contracts, contract amendments, purchase orders, task authorizations, and change orders to those purchase orders and task authorizations. In the case of mergers between two or more firms or a parent subsidiary relationship the combined fee for all companies involved will be considered. Fees will be counted towards the Volume of Work at the time of award (not invoices paid). Total fees under negotiation are based on the budget amount for professional services. The end date for volume of work calculations is the date set for receipt of proposal.**

Volume of Work is calculated using the following formula:

CONTRACT PERIOD	TOTAL FEE AWARDED TO PRIME CONSULTANT		FACTOR		ADJUSTED FEE AMOUNT
(1) From October 1, 2018 to April 1, 2020	\$	X	1.0	=	\$
(2) First Year Past: 10/01/17- 9/30/18	\$	X	0.75	=	\$
(3) Second Year Past: 10/01/16-	\$	X	0.50	=	\$

09/30/17					
(4) Third Year Past: 10/01/15-09/30/16	\$	X	0.25	=	\$
(5) Total Fees Under Negotiation	\$	X	0.90	=	\$
TOTAL FEE CONSIDERED					\$

**Proposers are cautioned that they are responsible for confirming the accuracy of their volume of work data prior to the time and date set for receipt of proposals.**

Points will be awarded as follows:

- Firms with no previous work with the County as a prime consultant or sub-consultant during the current fiscal year and previous fiscal years **5 Points**
- Firms with adjusted fees of \$1 through \$2,000,000 **4 Points**
- Firms with adjusted fees of \$2,000,001 through \$3,000,000 **3 Points**
- Firms with adjusted fees of \$3,000,001 through \$4,000,000 **2 Points**
- Firms with adjusted fees of \$4,000,001 through \$5,000,000 **1 Point**
- Firms with adjusted fees exceeding \$5,000,000 **0 Points**

When a Joint Venture submits a proposal, the volume of work awarded by the County to each Joint Venture firm will be multiplied by the percentage of participation in the Joint Venture by that firm and those adjusted figures totaled to determine the total dollar amount to be used in the category.

29. **ORAL PRESENTATIONS**

At this time, oral presentations are not contemplated for this procurement.

30. **PROCEDURES AFTER RECEIPT OF PROPOSALS**

- A. Proposals will be evaluated, scored and short-listed by a Procurement Committee based on the weighted criteria described herein.
- B. After the Procurement Committee completes its evaluation, the evaluation results and the short-listed firms will be posted at the Public Notice Board at the Procurement Division office, 400 E. South St., Second Floor, Orlando, FL 32801 and at <http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp>.
- C. Upon expiration of the period allowed for protests, the item will be scheduled for consideration at an upcoming Board of County Commissioners' meeting. If oral presentations are required, the short-listed firms will be notified of the presentation procedures and schedule. If oral presentations are not required, the short-list will be provided to the Board for discussion and approval.

31. **COST AND PRICING DATA**

The County shall require the selected Consultant to provide any or all of the following documentation to support the negotiated fee Proposal as a condition precedent to the execution of the contract:

- A. A certified audited financial statement for the most recently completed fiscal period, or within the last 12 months, clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative and overhead costs and a statement of profit or operating margin requested. **A detailed general ledger that is reconciled to the statement of direct labor, indirect labor, fringe benefits, general administrative and overhead costs shall be furnished upon request of the County.**

**All indirect costs shall be computed in accordance with 48 CFR Federal Acquisition Regulations.**

- B. A detailed summary of any transactions between organizations under common control that are included in the indirect costs reported in paragraph "a." above.
- C. Raw labor rates by labor classification certified as accurate by an officer of the company. Billable hourly rates for the Consultant developed by multiplying the raw labor rates by the breakeven multiplier. Breakeven multiplier includes direct and indirect labor, general administrative and overhead costs.
- D. The profit or operating margin must be clearly indicated.
- E. Schedule of reimbursable/out-of-pocket charges and or direct expenses to be utilized during the term of the contract.
- F. Scope of service as revised during contract negotiations. Note that changes should serve to clarify the scope and not add or delete from the scope of work as contained in the Request for Proposals.
- G. Breakeven multiplier statement from each subconsultant (breakeven multiplier includes direct and indirect labor, general administrative and overhead costs) and the profit or operating margin clearly indicated.
- H. If any costs for local travel are included, there must be compelling reasons for such costs that must be adequately supported with specific justification.

32. **SUPPORTING DOCUMENTS**

The County shall require the selected Consultant to provide the following documentation to support the negotiated proposal:

- A. Billable hourly rates for each proposed sub-consultant developed by multiplying the raw labor rates by the breakeven multiplier. This information must be certified by an officer of the firm. Breakeven multiplier includes direct and indirect labor, general administrative and overhead costs. The profit or operating margin must be clearly indicated.

- B. Scope of service as revised during contract negotiations.  
Note that changes should serve to clarify the scope and not add or delete from the scope of work as contained in the Request for Proposals.
- C. Valid insurance certificate(s) evidencing contractually required coverage.

33. **DEBRIEFING OF PROPOSERS**

Not later than thirty (30) days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable contracting agent for a debriefing on the evaluation of their proposal. The contracting agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- a. Key requirements of the solicitation.
- b. The overall ranking of all proposals.
- c. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- d. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- e. If applicable, a summary of the rationale for award.
- f. Responses to any relevant questions of the proposer.

Untimely debriefing requests will also be considered.

34. **PROPRIETARY INFORMATION**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that formal solicitations and the responses thereto are in the public domain. Requests for confidential treatment will not supersede the County's legal obligation to provide records to the public consistent with public records law. Proposers must cite specific, applicable legal grounds to support a request for confidential treatment, of any portion of a proposal. Requests by proposers to keep entire proposals confidential are generally not supported by public records laws. At a minimum, the County will disclose the successful proposer's name, the substance of the proposal, and the price (if applicable).

If the proposer requests confidential treatment, proposer must submit an additional copy of the proposal with the proposed confidential information redacted. This copy must include a general description of the information redacted, and shall only be redacted in the least expansive manner necessary to effectuate the requested exemption(s). In a separate attachment, proposer shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Florida law, including a detailed justification for exempting the information from public disclosure.

Proposer shall hold harmless and indemnify the County for all claims, actions, suits, judgments, fines, costs or damages the County may incur as a result of bidder's/proposer's request for confidential treatment of its proposal. Proposer

agrees and understands that the County may make copies of, and distribute, the proposal without any requested redactions, to facilitate evaluation. Proposer warrants that such copying will not violate the rights of any third party.

35. **DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

## **EXHIBIT A**

### **ORANGE COUNTY CONVENTION CENTER NORTH/SOUTH BUILDING IMPROVEMENTS COMMISSIONING SERVICES**

#### **SCOPE OF WORK**

The services of a Commissioning Agent (CxA) are to assist in the renovation and construction of the Orange County Convention Center North/South Building Expansion outlined in the County's Capital Improvement Program (CIP). This Commissioning Agent shall act as a third-party commissioning agent apart from the designers of record and CMAR. The CxA shall follow the Commissioning Process as described in the National Institute of Building Sciences (NIBS) Guideline 3-2012 and the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Guideline – 2016.

The Commissioning Process is a quality-oriented process for achieving, verifying, and documenting that the performance of facilities, systems, and assemblies meet defined objectives and criteria. It does not impinge upon the competency, authority or responsibility of licensed professionals. The Commissioning Agent uses methods and tools to verify that the project is achieving outlined project requirements throughout the delivery of the project.

Commissioning services shall be utilized as the need arises, and as planned in the approved Construction Progress Schedule. The procedures, methods, and documentation requirements apply to new construction commissioning process activities, or requirements of buildings and facilities, or portions thereof. All required sub-consultant services participating in the Commissioning Team shall be provided under this Contract.

The objective of this Commissioning Service Contract is to prove building systems performance as prescribed by the Project Documents and in accordance with LEED Project Goals by developing and executing a testing plan, observing performance, and documenting performance to ensure that performance criteria is met and energy savings can be achieved. The focus of this contract shall be on the functional testing, Testing and Balancing (TAB) verification, and training to ensure that building systems are performing in accordance with the plans, specifications, and commissioning specifications, where applicable.

The Commissioning Agent shall utilize the COUNTY's adopted e-Builder™ program for all communications, meeting minutes, observation reports and all other reports.

The CxA shall be involved in all of the following phases: Pre-Design Phase, Design Phase, Construction Phase, Acceptance Phase, and Warranty Phase. The team shall meet as needed to review the commissioning process. Meetings shall be coordinated between the CxA, Owner Project Team (OPT), A/E Design Team and CMAR, and scheduled well in advance of the planned meeting time. The lead person from each of the above mentioned team sub-groups should attend the commissioning coordinator's meeting. Communication, documentation and cooperation are critical to the



commissioning task. All team members must emphasize these points to help make the process run smoothly and successfully. Meeting minutes shall be documented by the CxA and distributed to the Commissioning Team.

**Task Order 1: Design Phase Services** including Pre-Design Phase and Design Phase and;

**Task Order 2: Construction Phase Services** including Construction Phase, Acceptance Phase and Warranty Phase, all of which are hereinafter defined.

COORDINATION OF ACTIVITIES- The CxA is expected to manage and coordinate all Commissioning activities assigned with all agencies that are affected by the work or that have jurisdictional authority over it.

The Scope of Work includes, but is not limited to the following tasks:

**1. Design Phase Services**

**A. Pre-Design Phase**

- 1) Definition of the level of commissioning for the project from whole building commissioning to particular areas of concern that may include exterior envelope, structure, electrical, lighting, interiors, plumbing, fire protection and or heating ventilation air conditioning systems.
- 2) **Pre-Commissioning Meetings:** The CxA shall conduct Pre-Commissioning Meetings where project requirements are developed and defined. Prepare meeting minutes and distribute in e-Builder™.
- 3) The CxA shall gather all pertinent information including program requirements, community context, codes, regulations, standards and guidelines, site and climate, facility functions, construction budget, building delivery schedule, training requirements, documentation requirements and operational and maintenance budgets.
- 4) **Preliminary Commissioning Plan:** The CxA shall develop a plan intended to give an overall view of the process, a good idea of the various stages of commissioning, and what items shall be involved or needed at each stage.
  - a. Commissioning Program Overview
    - Goals and objectives
    - General project information
    - Systems to be commissioned
  - b. Commissioning Team

- Team members, roles, and responsibilities matrix
  - Communication protocol
- c. Commissioning Process Activities
- Review and incorporate Basis of Design (BOD) from A/E Design Team
  - Developing systems functional performance test procedures
  - Verifying systems performance
  - Reporting deficiencies and the resolution process
  - Accepting the building(s)
- d. Enhanced commissioning shall need to expand the commissioning plan to include:
- Documenting the commissioning review process
  - Reviewing CMAR submittals
  - Review the new and existing systems manuals
  - Verify the training of operations personnel
  - Reviewing building operation after final acceptance
- 5) **Draft Commissioning Specifications:** Develop and incorporate commissioning specifications into the construction documents. Specifications shall describe the following:
- a. Commissioning Team involvement
  - b. CMARs' responsibilities
  - c. Submittal review procedures for commissioned systems
  - d. Operations and maintenance documentation and systems manuals
  - e. Meetings
  - f. Field Installation Verification (FIV) procedures
  - g. Start-up plan development and implementation
  - h. Functional Performance Testing (FPT) procedures
  - i. Acceptance and close-out
  - j. Training
  - k. Warranty

- 6) **Preliminary Estimate:** The CxA shall develop preliminary estimate of CxA scope and budget to achieve the desired levels of quality for the project.

## **B. Design Phase**

- 1) **Commissioning Kick-off Meeting:** The CxA shall conduct an initial “Commissioning Kick-off Meeting” with the A/E Design Team. The purpose of the meeting shall be to establish the purpose and proposed process for commissioning this facility and to establish the individual roles of each participating Commissioning Team member. Prepare and distribute meeting minutes in e-Builder™.
- 2) **Design Reviews:** The CxA shall review design submittals and offer energy-efficiency, commissioning, and O&M related input, including TAB and shall include letter-reports to the design team. The CxA shall attend design meetings when applicable, review sequences of operation, and prepare the required reports. The CxA shall:
  - a. Complete a thorough review of the 30% Schematic Design (SD) documents and submitted criteria to establish the systems to be designed and installed in compliance with the Basis of Design (BOD) and LEED Requirements. Document review at the 30% stage shall include, engineering calculations, Systems selection and major component selection. The CxA shall enter **30% SD Review Comments** in e-Builder™ and distribute to the OPT and the Commissioning Team.
  - b. Complete a thorough review of the 60% Design (DD) Documents and submitted criteria to establish the systems to be designed and installed in compliance with the BOD and LEED Requirements. The CxA shall prepare a Preliminary Commissioning Plan, Preliminary Commissioning Specifications and Preliminary Supplemental Commissioning Language for other specification sections. The CxA shall enter **60% DD Review Comments** in e-Builder™ and distribute to the OPT and the Commissioning Team.
  - c. Complete a thorough review of the 90% Design (CD) Documents and submitted criteria to establish the systems to be designed and installed in compliance with the BOD and LEED Requirements. The CxA shall enter **90% CD Review Comments** in e-Builder™ and distribute to the OPT and the Commissioning Team.

The CxA shall prepare a **Final Commissioning Plan, Final Commissioning Specifications** and **Final Supplemental Commissioning Language** for other specification sections.

- 3) **FIV Checklists:** the CxA shall develop all necessary FIV Checklists to be used by the CMAR, subcontractors and vendors.
- 4) **Start-up Checklists:** The CxA shall develop all necessary Start-up Checklists to be used by the CMAR, subcontractors and vendors.

## 2. Construction Phase Services

### A. Construction Phase

- 1) The CxA shall attend CMAR Subcontractor Pre-bid Meetings to assist in answering any questions about the systems or the commissioning process or work that may come up at that time. The CxA shall provide assistance in answering written questions (in the form of clarifications or addendum recommendations) during the bidding process.
- 2) **Commissioning Meetings:** The CxA shall conduct an initial commissioning meeting with the OPT, CMAR, subcontractors and Commissioning Team members. The purpose of the meeting shall be to establish the purpose and proposed process for commissioning this facility in the construction, acceptance and warranties phases of the project. The CxA shall review the individual roles and responsibilities of each participating Commissioning Team member as specified in the Construction Documents. The CxA shall prepare and distribute meeting minutes in e-Builder™.
- 3) **Commissioning Schedule:** Based on the Final Commissioning Plan, the CxA shall prepare a duration schedule for the commissioning activities required by the Commissioning Plan. This duration schedule shall be incorporated into the Construction Progress Schedule to track all commissioning activities of the Commissioning Team.
- 4) The CxA shall review all pertinent approved shop drawings to support the Commissioning Process. The review of the shop drawings is for the purpose of developing appropriate Field Installation Verification (FIV), Field Start-ups and Field Performance Tests (FPT) documents. Submittals and shop drawings shall be reviewed by the CxA for maintainability and for compliance to the BOD. The CxA shall prepare, distribute, collect, and track all documentation for FIV, field start-ups, and FPT data, and assemble said documentation for permanent record and LEED requirements.

Note: Any issues identified in the Shop Drawing Review that might compromise the final commissioned system must be recorded in the

Commissioning Issues Log. The CxA shall submit comments to the OPT and the A/E Design Team for resolution.

- 5) Based on the work completed in the items above, the CxA shall update the Commissioning Plan for this Project. The final Commissioning Plan shall incorporate all changes established by review with the Commissioning Team. The final Commissioning Plan shall also include complete FIV, field start-ups and FPT protocols for each system.
- 6) **Observation Reports:** During equipment installation the CxA shall visit the site to inspect the progress of construction with respect to the systems being commissioned. The construction observations conducted by the CxA are an independent effort from the A/E Design Team's efforts. The CxA shall observe the construction progress and prepare an Observation Report of their findings in e-Builder™ for each site visit and shall be distributed to the Commissioning Team. The CxA shall:
  - a. Make regular job-site visits, which include checks of installation practices, attend construction meetings and report unresolved issues, and provide a report for each site visit and shall be entered and distributed in e-Builder™. These are typically as needed, but should be at least bi-weekly during construction and installation of mechanical system components.
  - b. Coordinate with the CMAR to incorporate commissioning activities on the Construction Progress Schedule.
  - c. Create inspection checklists for CMAR and verify the completed checklists.
  - d. Coordinate with CMAR sequence of events for controls, TAB, and commissioning.
  - e. Verify proper FIV of equipment/systems to be commissioned.
  - f. Review equipment start-up checklists ensuring adherence to manufacturer's recommendations.
  - g. FPT of components as prescribed in Commissioning Specifications.
- 7) **Commissioning Meetings:** The CxA shall facilitate commissioning meetings on a regular basis with the commissioning team to review progress of the commissioning effort and reinforce individual responsibilities. Review completed work and agree upon the acceptability of the delivered product. Prepare and distribute meeting minutes in e-Builder™.

- 8) **Field Inspection Verifications Review.** A completed FIV indicates the system or piece of equipment is ready to be started and field start-ups performed. FIV checklists verify that the physical installation of equipment meets the design intent, specifications and applicable codes for the building. The forms are written by the CxA and are to be filled out by the CMAR with the assistance of the installing subcontractor or subcontractors. Toward the end of the FIV process, the vendor or installing subcontractor shall provide any applicable start-up documentation. While the CMAR are carrying out the installation process and assisting with the FIV forms, the CxA shall conduct site visits to provide assistance and observe installation and start-up progress. The CxA shall review and provide comments on completed FIV Checklists and upload in e-Builder™.
- 9) **Start-up Checklist Review:** Verify all equipment and system start-up checklist comply with the Commissioning Specifications. The CMAR shall execute all start up and point-to-point tests. The CxA shall review and approve completed Start-up Checklists and upload in e-Builder™.
- 10) **Controls Point-to-Point Verification:** The CxA shall confirm all system control points to verify the point-to-point report submitted by the control system subcontractor. Information from the design intent controls drawings and subcontractor documentation shall be checked against the CxA's findings. The CxA shall log all findings in the Commissioning Issues Log.
- 11) **Commissioning Issues Log:** Any issues identified during observations, verifications and testing shall be noted by the CxA in e-Builder™ and reported to the OPT and the Commissioning Team.

## **B. Acceptance Phase**

- 1) **System Performance Test (SPT) Report:** The CxA shall observe and facilitate all commissioning SPT activities. SPT's shall be designed by the CxA and performed by the CMAR and subcontractors. The CxA shall notify the OPT in advance of any pending SPT for which CxA has not received completed FIV, field start-ups, or TAB reports. The CxA shall prepare a report documenting the observation and review comments and enter it in e-Builder™.
- 2) **TAB Report Review:** The CxA shall review all TAB Reports, which shall be submitted in advance of any work. The CxA shall prepare review comments on the TAB Reports and upload in e-Builder™.
- 3) **Operations and Maintenance (O&M) Manual Reviews:** The CxA

shall review all O&M manuals provided by the CMAR for the equipment and systems covered by the commissioning process. The CxA shall prepare review comments on all O&M Manuals and upload in e-Builder™.

- 4) **Training Sessions:** On-site training programs for the commissioned building systems shall be taught by the appropriate subcontractors or vendors. The CxA shall provide planning guidance and program overviews and shall video tape all training sessions.

The CxA shall work with the CMAR, subcontractors and OPT to schedule and plan training activities so that training occurs in a coordinated and coherent fashion. Develop training schedules and agendas, encourage the use of a combination of “classroom” and field training, and assist the CMAR, subcontractors and vendors in the development of training agendas for each system or component installed in the Project. The CMAR, subcontractors and vendors shall provide all training..

- 5) **Final Commissioning Report:** The CxA shall prepare a Final Commissioning Report. The report shall contain specific component and system check-out information (pre-functional and functional forms) as well as relevant commissioning related information regarding system operation. The Final Commissioning Report is intended to supplement the O&M submissions. In addition to these Final Commissioning Reports, interim observation reports along with completed commissioning forms shall be issued as appropriate.
- 6) **Commissioning Issues Log:** The CxA shall verify and document all issues identified have been closed-out.
- 7) **Lessons Learned:** The CxA shall facilitate a Lessons Learned Workshop with the Commissioning Team and prepare a Lessons Learned report.

### **C. Warranty Phase**

- 1) **Deferred Testing:** The CxA shall conduct any testing required by the commissioning plan that was deferred from the acceptance period.
- 2) **Warranty Walk Report:** Within ten (10) months of Substantial Completion, the CxA shall review and inspect the site and interview building operating personnel to identify any outstanding warranty failures. The CxA shall develop a plan to identify and mitigate any persistent equipment failure issues that should be handled within the warranty period.
- 3) **Measurement and Verification:** The CxA shall provide a Task 2:

Item ADDITIVE for any LEED required verification services during the first 12 months of operation. The CxA shall provide Measurement and Verification reports and upload in e-Builder™.

**D. Deliverables**

**1) Design Phase Services**

**a. Pre-Design Phase**

- Pre-Commissioning Meetings and Minutes
- Preliminary Commissioning Plan
- Preliminary Commissioning Specifications
- Preliminary Estimates of CxA Scope and Budget

**b. Design Phase**

- Commissioning Kick-off Meetings and Minutes
- 30% SD Design Review
- 60% DD Design Review
- 90% CD Design Review
- Final Commissioning Plan
- Final Commissioning Specifications and Supplemental Commissioning Language
- FIV Checklists
- Start-up Checklists

**2) Construction Phase Services**

**a. Construction Phase**

- Commissioning Meetings and Minutes
- Commissioning Schedule
- Site Visit Observation Reports
- Commissioning Issue Log
- FIV Reviews
- Approved Completed Start Up Checklists

**b. Acceptance Phase**

- TAB Review Report
- SPT Reports



- O&M Manual Reviews
- Training Sessions, Videos, and Reports
- Closed-out Commissioning Issue Log
- Final Commissioning Report
- Lessons Learned Workshop and Report

**c. Warranty Phase**

- Deferred Test Results
- Report of Warranty Walk Site Visits and Interviews
- Task 2: Item ADDITIVE: LEED Measurement and Verification Reports

**CONTRACT**

**#Y20-903**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the:

**BOARD OF COUNTY COMMISSIONERS  
201 S. ROSALIND AVENUE  
ORLANDO, ORANGE COUNTY, FLORIDA**

a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and:

> \_\_\_\_\_  
> \_\_\_\_\_  
> \_\_\_\_\_  
FEDERAL I.D. #>\_\_\_\_\_

hereinafter referred to as the **CONSULTANT**.

**RECITALS**

WHEREAS, the COUNTY desires to retain the services of the CONSULTANT to provide continuing engineering services, to be issued as Task Authorizations under individual Purchase Orders; and;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of obtaining such employment and of performing such services upon said terms and conditions; it is agreed by and between the parties hereto as follows:

**I  
SCOPE OF SERVICES**

The CONSULTANT shall, diligently and timely, perform professional engineering services as described in Exhibit A - Scope of Professional Services, entitled, "ORANGE COUNTY CONVENTION CENTER NORTH/SOUTH BUILDING IMPROVEMENTS COMMISSIONING SERVICES " which is attached hereto and made a part hereof by reference. As the COUNTY generates individual projects, a detailed scope of work will be prepared for each project and furnished to the CONSULTANT. Upon receipt of the scope of services, the CONSULTANT will submit a cost Proposal to the COUNTY with the following:

- a. Position classification, total hours, hourly rate and extended total amount.
- b. Subcontracted services including information in "a" above
- c. Performance period for the services
- d. Out-of-pocket expenses

Proposal shall be submitted within fifteen (15) days after receipt of written request for proposal.

## **CONSULTANTS COMPETITIVE NEGOTIATION ACT**

This Contract is a continuing Contract as defined in Section 287.055 (2) (g), Florida Statutes. Task Authorizations to be performed by the CONSULTANT under this Contract shall be approved and authorized by the COUNTY in writing by issuance of County approved Purchase Orders, pursuant to the CONSULTANT'S Proposal and fee, whether or not modified by negotiation. The CONSULTANT'S authority to proceed with the specified scope of work will be either the County approved Purchase Orders or a County issued written Notice to Proceed to be determined by the County Project Manager.

### **II PAYMENT**

The COUNTY will pay to the CONSULTANT for duly authorized services performed by the CONSULTANT and accepted by the County as follows:

- A. **FEES:** For services performed under Article I, a firm fixed fee (lump sum) will be agreed upon prior to commencement of services; or, if a firm fixed fee cannot be determined, a not-to-exceed maximum dollar amount will be agreed upon; however, in either case, the fee shall be calculated in accordance with the hourly rate schedule identified as Exhibit B, which is attached and made a part of this Contract.
- B. **PAYMENT:** The COUNTY shall pay the CONSULTANT in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Florida Statutes.

Payment will be due and payable monthly in proportion to the percentage of work approved and accepted by the COUNTY. All invoices shall be prepared in the format prescribed by the COUNTY. When an invoice includes charges from a subconsultant, the subconsultant's invoice/backup shall accompany the CONSULTANT'S invoice. A separate Pay Item Breakdown sheet for the CONSULTANT and each subconsultant shall accompany each invoice. The CONSULTANT'S Pay Item Breakdown sheet shall include, in aggregate, the CONSULTANT'S and subconsultant's pay items. All requests for payment must be accompanied by a narrative description of the scope of services from Exhibit A performed by the CONSULTANT and subconsultants during the period covered by the invoice. The narrative shall also describe the work to be performed during the next billing period

- C. **PAYMENT IN EVENT OF TERMINATION BY COUNTY:** In the event this Contract is terminated or canceled prior to completion of any project in progress, payment shall be made in accordance with the provisions of Article IX.
- D. **CHANGES WITHIN SCOPE; ALLOWANCE OF ADDITIONAL COMPENSATION:** If instructed to do so by the COUNTY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. In all disputes arising over the right to additional compensation,

the COUNTY shall be the party to determine whether substantial acceptable work has been done on documents such that changes, revisions or preparation of additional documents will result in additional compensation to the CONSULTANT. The additional compensation shall be computed by the CONSULTANT on a revised fee quotation Proposal that must be submitted to the COUNTY for prior approval. The fee shall be agreed upon before commencement of any additional work and shall be incorporated by Change Order to the corresponding Purchase Order issued against this Contract.

- E. **SUBCONSULTANTS:** The CONSULTANT shall, upon requiring the services of various sub-consultants, be responsible for the integration of all sub-consultants' work into the documents and for all payments to such sub-consultants out of the lump sum fee agreed to. Services rendered by the CONSULTANT in connection with the coordination of any such sub-consultants or other personnel services shall be considered within the scope of the basic contract and no additional fee will be due the CONSULTANT for such work.
  
- F. **TRAVEL AND PER DIEM:** Travel and per diem charges shall not exceed the limits as set forth in Section 112.061 Florida Statutes, as set forth in Exhibit C, which is attached to this Contract.
  
- G. **COMPENSATION:** The CONSULTANT'S compensation shall be established and authorized for each Task Authorization on the basis of the CONSULTANT'S personnel hourly billable rates and related allowable costs as set forth in the basic Contract. The CONSULTANT'S personnel hourly billable rates and multiplier shall remain in effect and unchanged during the duration of the Contract and any extensions thereto, except as provided by Article II, paragraph I, Price Adjustment. Compensation for any authorized cost that is not set forth in the basic Contract shall be negotiated prior to issuance of the Task Authorization and shall be supported by the appropriate cost and pricing data.
  
- H. **MULTIPLIERS:** The following multipliers are applicable to this contract and shall remain in effect and unchanged for the duration of the contract, including any extensions thereto:

1.	Prime Consultant	Multiplier
	>	>
2.	Sub-Consultants	Multiplier
	>	>
	>	>

I. **PRICE ADJUSTMENT:**

Written request for a price adjustment may be made only under the following conditions:

- i. If a project specific contract's performance period exceeds three years a price adjustment may be requested not more than 60 days after the end of the three year period and for each annual period thereafter or for the remaining period of the contract if less than one year.
- ii. For continuing contracts with a performance period that exceeds three years, an adjustment may be requested not more than 60 days after the end of three years.
- iii Retroactive requests for price adjustments will not be considered.

**The provisions of this clause shall not apply to contracts with fees based on ranges. Retroactive requests for price adjustments will not be considered.**

Any request for a price adjustment will be subject to negotiation and must be approved by the Manager, Procurement Division. Any request for such increase shall be supported by adequate justification to include Consumer Price Index (CPI) documentation.

The CPI documentation shall be based on the All Items, CPI-U, U.S. City Average, not seasonally adjusted index.

The prevailing CPI in the month when the contract was executed by the County shall be the base period from which changes in the CPI will be measured for the initial request for a price adjustment. Any subsequent requests for a price adjustment shall be based on the CPI prevailing in the month when an amendment affecting a previous price adjustment was executed by the County. The maximum allowable increase shall not exceed the percent change in the CPI from the base period (either the month when the contract was executed by the County or the month when an amendment effecting a price adjustment was executed by the County) to the CPI prevailing at time of request for a price adjustment and in no case shall it exceed 4%. Any price adjustment shall only be effective upon the execution of a written amendment to the contract executed by both parties.

**III**  
**DESIGN WITHIN FUNDING LIMITATIONS**

The following provisions are applicable to contracts for design services:

- A. The CONSULTANT shall accomplish the design services under this Contract, when applicable, so as to permit the award of a contract (using standard Orange County procedures for the construction of the facilities) at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or Proposals for the construction contract are received that exceed the estimated price, the CONSULTANT shall perform such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this Contract. However, the CONSULTANT shall not be required to perform such additional services at no cost to the COUNTY, if the unfavorable bids or Proposals results from conditions beyond the CONSULTANT'S reasonable control. The COUNTY shall exercise reasonable commercial judgment in making the controlling determination as to whether such conditions are within the reasonable control of the CONSULTANT.
- B. The CONSULTANT will promptly advise the COUNTY if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the COUNTY will review the CONSULTANT'S revised estimate of construction cost. The COUNTY may, if it determines that the estimated construction contract price set forth in this Contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the COUNTY may adjust such estimated construction contract price via amendment to this Contract. When bids or Proposals are not solicited or are unreasonably delayed, the COUNTY shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or Proposals to determine compliance with the funding limitation.
- C. The estimated construction cost for any project under this contract shall not exceed \$2,000,000. Each Task Authorization shall specifically indicate the project's estimated construction cost. Task Authorizations issued for study activities may not exceed \$200,000.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project shall be ineligible for the award of the construction contract for that project.

**IV**  
**RESPONSIBILITY OF THE CONSULTANT**

- A. The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the CONSULTANT under this contract.

The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

- B. The Commissioning Manager and the Project Engineer must be two separate individuals. The Commissioning Manager must be a professional engineer registered in the State of Florida.
- C. Substitution of the Commissioning Manager, Project Engineer or Other Key Personnel: The CONSULTANT shall not substitute any key personnel without the prior written approval of the Manager of the Procurement Division. Any such requests shall be supported by comprehensive documentation outlining the reason(s) for the proposed substitution to include the specific qualifications of the proposed substitute. Approval of the request shall be at the discretion of the COUNTY. Further, the COUNTY, in lieu of approving a substitution, may initiate other actions under the contract, including termination.
- D. Neither the County's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the CONSULTANT shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONSULTANT'S negligent performance of any of the services furnished under this contract.
- E. The rights and remedies of the COUNTY provided for under this contract are in addition to any other rights and remedies provided by law.
- F. If the CONSULTANT is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.
- G. For contracts requiring design services, the CONSULTANT shall comply with the following requirements:
  - 1. Concurrent with the submission of the 100% design submittal to the user division, the CONSULTANT shall submit a complete breakdown of the subcontracting opportunities for the project based on traditional industry practices and their expertise to the Business Development Division, 400 E. South St., Orlando, FL 32801. This information will identify subcontracting elements such as electrical, trucking, sodding, surveying, etc. with the estimated percentage of the total project represented by each subcontracting element.
  - 2. Upon submission of the 100% submittals to the user department, the CONSULTANT shall provide to the Business Development Division an estimate of the percentage of work to be performed under each standard CSI division heading, the total of which shall in all cases equal 100%.

- H. The CONSULTANT shall maintain an adequate and competent staff of professionally qualified persons during the term of this Contract for the purpose of rendering the required services hereunder. The CONSULTANT shall not sublet, assign or transfer any services under this agreement without the written consent of the COUNTY.
- I. The COUNTY may require in writing that the CONSULTANT remove from the Work any of the CONSULTANT'S personnel that the COUNTY determines to be incompetent, careless or otherwise objectionable. No claims for an increase in Contract Amount or Contract Time based on the COUNTY'S use of this provision will be valid. CONSULTANT shall indemnify and hold the County harmless from and against any claim by CONSULTANT'S personnel on account of the use of this provision.
- J. All final plans and documents prepared by the CONSULTANT must bear the endorsement of a person in the full employ of the CONSULTANT and currently registered as a professional in the State of Florida.

## V

### **COUNTY'S RIGHTS AND RESPONSIBILITIES**

The COUNTY shall:

- A. Furnish the CONSULTANT with existing data, plans, profiles, and other information necessary or useful in connection with the planning of the program that is available in the COUNTY'S files, all of which shall be and remain the property of the COUNTY and shall be returned to the COUNTY upon completion of the services to be performed by the CONSULTANT,
- B. Make COUNTY personnel available on a time-permitting basis, where required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely within the discretion of the COUNTY,
- C. Be entitled, upon request and without additional cost, to any documents as requested by the COUNTY for any project on which the CONSULTANT is working.

## VI

### **COUNTY'S 'DESIGNATED' REPRESENTATIVE**

It is understood and agreed that the COUNTY designates the County Administrator or their designated representative, in writing, to represent the COUNTY in all technical matters pertaining to and arising from the work and performance of this Contract. The County Administrator or designated representative shall have the following responsibilities:

- A. Examination of all reports, sketches, drawings, estimates, Proposals, and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the COUNTY'S approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.



- B. Transmission of instructions, receipt of information, and interpretation and definition of COUNTY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- C. Giving prompt written notice to the CONSULTANT whenever the COUNTY observes, or otherwise becomes aware of, any defects or changes necessary in a project.

## **VII CONTRACT TYPE**

This is a Requirements Contract and the COUNTY'S intent is to order from the CONSULTANT all of the goods or services specified in Exhibit A, Scope of Professional Services of the Contract at the established hourly rates shown in Exhibit B of the Contract, required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONSULTANT will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Moreover, if the Manager of the Procurement Division determines that the CONSULTANTS' performance is less than satisfactory, the COUNTY may order the goods or services from other sources until the deficient performance has been cured or the contract terminated.

## **VIII TERM OF CONTRACT**

The term of this contract shall be for one (1) year from date of execution; however, by mutual consent, the contract may be extended for two additional one year terms, not to exceed a total of three (3) years.

Any Purchase Orders for Task Authorizations issued during the effective period of this contract and not completed within that period, shall be completed by the CONSULTANT within the time specified in the order. The contract shall govern the CONSULTANT'S and the COUNTY'S rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

**IX**  
**TERMINATION OF CONTRACT**

**A. TERMINATION FOR DEFAULT:**

The COUNTY may, by written notice to the CONSULTANT, terminate this contract for default in whole or in part (task authorizations, if applicable) if the CONSULTANT fails to:

1. provide products or services that comply with the specifications herein or fails to meet the County's performance standards
2. deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. make progress so as to endanger performance of this contract
4. perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONSULTANT through the Manager, Procurement Division, affording him/her the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.

Such termination may also result in suspension or debarment of the CONSULTANT in accordance with the County's Procurement Ordinance. The CONSULTANT shall be liable for any damage to the COUNTY resulting from the CONSULTANT'S default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONSULTANT will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of The terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

If the CONSULTANT'S failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONSULTANT, the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

**B. TERMINATION FOR CONVENIENCE:**

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the COUNTY'S interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the Consultant thirty (30) days prior notice before it becomes effective.

A termination for convenience may apply to individual purchase/delivery orders or to the contract in its entirety.

**C. PAYMENT**

If a Task Authorization or Purchase Order is terminated for the convenience of the COUNTY, a settlement will be negotiated. This settlement shall not exceed the total amount due for services rendered and accepted by the COUNTY in accordance with the payment terms of the Contract. If the Contract is terminated for convenience in its entirety, the CONSULTANT shall be paid an amount not in excess of all services rendered and accepted under the various orders issued against the Contract.

However, if the termination is for cause, no amount shall be allowed for anticipated profit on unperformed services or other work, and the payment may be adjusted to take into account any additional costs to be incurred by the COUNTY due to such default.

**D. TERMINATION NOTICE**

The Manager, Procurement Division, shall issue any and all notices involving termination of this contract.

**X**  
**INDEMNITY/INSURANCE AND SAFETY REQUIREMENTS**

Consultant agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities assumed by Consultant under this contract. Consultant is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Consultant shall require and ensure that each of its sub-consultants providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via [www.floir.com/companysearch/](http://www.floir.com/companysearch/) and A.M. Best Ratings are available at [www.ambest.com](http://www.ambest.com))

Required Coverage:

- Commercial General Liability - The Consultant shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Consultant further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.  
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.  
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- Business Automobile Liability - The Consultant shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Consultant does not own automobiles the Consultant shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Workers' Compensation - The Consultant shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Consultant using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Consultant most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Consultant agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Consultant agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Consultant of the obligation to provide replacement coverage.

**By entering into this contract Consultant agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.**

Prior to execution and commencement of any operations/services provided under this contract the Consultant shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Consultant shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Consultant shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Consultant shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida  
c/o Procurement Division  
400 E. South Street  
Orlando, Florida 32801

## **INDEMNIFICATION- CONSULTANTS:**

The CONSULTANT to the extent permitted in Section 725.08, Florida Statutes shall indemnify and hold harmless the COUNTY and its officers and employees from liabilities damages, losses, and costs (including attorney's fees) to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. The remedy provided to the COUNTY by this paragraph shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise and shall survive the termination of this Contract.

## **SAFETY AND PROTECTION OF PROPERTY (for services provided on the premises of Orange County)**

The Consultant shall at all times:

- Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other vendors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
  - Occupational Safety and Health Act (OSHA)
  - National Institute for Occupational Safety & Health (NIOSH)
  - National Fire Protection Association (NFPA)
  - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)
- The Consultant must also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

## XI

### **TRUTH IN NEGOTIATION AND MAINTENANCE AND EXAMINATION OF RECORDS**

- A. The Consultant hereby represents, covenants and warrants that wage rates and other factual unit costs supporting the compensation provided for in this Contract are accurate, complete and current as of the date of contracting. It is further agreed that the Contract price shall be adjusted to exclude any amounts where the County determines the Contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs.
- B. The Consultant shall keep adequate records and supporting documents applicable to this Contract. Said records and documentation shall be retained by the Consultant for a minimum of five (5) years from the date of final payment on this contract. If any litigation, claim or audit is commenced prior to the expiration of the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.
- C. If applicable, time records and cost data shall be maintained in accordance with generally accepted accounting principles. This includes full disclosure of all transactions associated with the contract. Also, if applicable, all financial information and data necessary to determine overhead rates in accordance with Federal and State regulatory agencies and the contract shall be maintained.
- D. Consultant's "records and supporting documents" as referred to in this Contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, invoices, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the County's judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract document.

Such records and documents shall include (hard copy, as well as computer readable data, written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating worksheets; correspondence; change order files (including pricing data used to price change proposals and documentation covering negotiated settlements); back-charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Consultant records which may have a bearing on matters of interest to the County in connection with the Consultant's dealings with the County (all foregoing hereinafter referred to as "records and supporting documents") to the extent necessary to adequately permit evaluation and verification of:

- 1) Consultant compliance with contract requirements; or
- 2) Compliance with provisions for pricing change orders; or
- 3) Compliance with provisions for pricing invoices; or

- 4) Compliance with provisions regarding pricing of claims submitted by the Consultant or his payees; or
  - 5) Compliance with the County's business ethics; or
  - 6) Compliance with applicable state statutes and County Ordinances and regulations.
- E. Records and documents subject to audit shall also include those records and documents necessary to evaluate and verify direct and indirect costs, (including overhead allocations) as they may apply to costs associated with this Contract. In those situations where Consultant's records have been generated from computerized data (whether mainframe, mini-computer, or PC based computer systems), Consultant agrees to provide the County's representatives with extracts of data files in computer readable format on data disks or suitable alternative computer exchange formats.
- F. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary throughout the term of this contract and for a period of five (5) years after final payment. Such activity shall be conducted during normal business working hours. The County, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents, and other evidence for inspection, audit and copying.
- G. The County, during the period of time defined by the preceding paragraph, shall have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Consultant as concerns the aforesaid records and documentation.
- H. Records and documentation shall be made accessible at the Consultant's local place of business. If the records are unavailable locally, it shall be the Consultant's responsibility to insure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.
- I. Consultant shall require all payees (examples of payees include sub Consultants, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Consultant and payee. Such requirements include a flow-down right of audit provisions in contracts with payees, which shall also apply to Sub Consultants and Sub-sub Consultants, material suppliers, etc.



Consultant shall cooperate fully and shall cause all aforementioned parties and all of Consultant's sub Consultants (including those entering into lump sum subcontracts and lump sum major material purchase orders) to cooperate fully in furnishing or in making available to the County from time to time whenever requested in an expeditious manner any and all such records, documents, information, materials and data.

- J. The County's authorized representatives or designees shall have reasonable access to the Consultant's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall have adequate and appropriate work space, in order to conduct audits in compliance with this article.
- K. Even after a change order proposal has been approved, Consultant agrees that if the County later determines the cost and pricing data submitted was inaccurate, incomplete, not current or not in compliance with the terms of the Contract regarding pricing of change orders, then an appropriate contract price reduction will be made. Such post-approval contract price adjustment will apply to all levels of Consultants and/or sub Consultants and to all types of change order proposals specifically including lump sum change orders, unit price change orders, and cost-plus change orders.
- L. If an audit inspection or examination by the County, or its designee, in accordance with this article discloses overpricing or overcharges (of any nature) by the Consultant to the County in excess of one-half of one percent (.5%) of the total contract billings, the reasonable actual cost of the County's audit shall be reimbursed to the County by the Consultant. Any adjustments and /or payments that must be made as a result of any such audit or inspection of the Consultant's invoices and/or records and supporting documents shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the County's findings to the Consultant.

## **XII**

### **OWNERSHIP OF DOCUMENTS**

It is understood and agreed that all documents, including detailed reports, plans, original drawings, "as built", specifications, original field survey, data notes, and all other data, prepared or obtained by the CONSULTANT in connection with its services hereunder shall be delivered to, and shall become the property of the COUNTY prior to final payment to the CONSULTANT.

The CONSULTANT shall not be liable for any use by the COUNTY of said documents or data if they are modified in any manner without written approval of the CONSULTANT.

## **XIII**

### **SUSPENSION OF WORK BY COUNTY**

Right of COUNTY to Suspend Work and Order Resumption - The performance of CONSULTANT'S services hereunder may be suspended by the COUNTY at any time.

However, in the event the COUNTY suspends the performance of CONSULTANT'S services hereunder, it shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by CONSULTANT. The COUNTY shall promptly pay to the CONSULTANT all fees that have become due and payable to the CONSULTANT prior to the effective date of such suspension. COUNTY shall thereafter have no further obligation for payment to the CONSULTANT unless and until the COUNTY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed.

Upon receipt of written notice from the COUNTY that CONSULTANT'S services hereunder are to be resumed, CONSULTANT shall complete the services of CONSULTANT called for in this Contract and CONSULTANT, shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to him under this Contract, same to be payable in the manner specified herein.

In no event will the compensation or any part thereof become due or payable to CONSULTANT under this Contract unless and until CONSULTANT has attained that stage of work where the same would be due and payable to CONSULTANT under the provision of this Contract.

#### **XIV** **STANDARDS OF CONDUCT**

- A. The CONSULTANT represents that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract and that he has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the CONSULTANT any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Contract.
- B. The CONSULTANT shall comply with all Federal, State and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin in the performance of work under this Contract.
- C. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other Contractual relationships of the CONSULTANT, or any interest in property that the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of this Contract will be immediately disclosed in writing to the COUNTY. Violation of this section will be considered as justification for immediate termination of this Contract under the provisions of Article VIII.
- D. The CONSULTANT and its subsidiaries or affiliates who designed the project, shall be ineligible for the award of the construction contract for that project.

**XV**  
**ASSIGNABILITY**

The CONSULTANT shall not assign any interest in this Contract, and shall not transfer any interest in the same without prior written approval of the COUNTY, provided that claims for the money due or to become due the CONSULTANT from the COUNTY under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the COUNTY.

**XVI**  
**MINORITY/WOMEN EMPLOYMENT PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-consultant Contract dollar amount(s) for the M/WBE SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated M/WBE utilization reports and Equal Opportunity Workforce Schedule reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the M/WBE participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONSULTANT shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual MWBE participation achieved by the Prime Consultant prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-consultant's sub-contract is terminated for convenience, the CONSULTANT shall submit a letter to the Business Development Division from the terminated sub-Consultant evidencing their concurrence with the termination. In the event a certified M/WBE sub-consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, in writing to the Business

Development Division, accompanied by the Project Manager's recommendation or consent to termination.

- F. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its M/WBE sub-consultants to the Business Development Division.
  2. The County may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE subconsultants certifying that a prompt payment clause has been included in that contract or purchase order.
  3. The Consultant must include in the subcontract agreement:
    - i. Prompt Payment Clause to the M/WBE subconsultant to state: "payment will be made to the sub-consultant/suppliers within 72 hours of receipt of payment from the County."
    - ii. The following statement: "It is the M/WBE's responsibility to submit the required quarterly M/WBE utilization reports to the prime and the final M/WBE payment verification form to the Business Development Division denoting their percentage of the overall contract fees.
    - iii. Termination clause to state: "The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager, nor shall the prime reduce the scope of work or the percentage of the overall contract fees or a sub-consultant without written authorization of the Business Development Division Manager .

**The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.**

G. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

## **XVII**

### **INDEPENDENT CONSULTANT STATUS**

The CONSULTANT shall be an independent Consultant and neither CONSULTANT nor anyone employed by CONSULTANT shall be deemed for any purpose to be the employee, agent, servant or representative of the COUNTY in the performance of the

work hereunder. The COUNTY shall have no direction or control of CONSULTANT or CONSULTANT'S employees and agents, except in the results to be obtained.

### **XVIII** **EQUAL OPPORTUNITY**

The County's policies of equal opportunity and non-discrimination are intended to assure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided and enforced by Section 17-314 of the Orange County Code and the County's relevant Administrative Regulations. It is also the county policy that person(s) doing business with the County shall recognize and comply with this policy and that the County shall not extend public funds or resources in a manner as would encourage, perpetuate or foster discrimination. As such:

1. The Association shall adopt and maintain, or provide evidence to the County that Association has adopted and maintains, a policy of nondiscrimination as defined by Section 17-288, Orange County Code, throughout the term of this Agreement.
2. The Association agrees that, on written request, the Association shall permit reasonable access to all business records or employment, employment advertisement, applications forms, and other pertinent data and records, by the County, for the purpose of investigating to ascertain compliance with the non-discrimination provisions of this contract; provided, that the Contractor shall not be required to produce for inspection records covering periods of time more than one year prior to the date of this Agreement.
3. The Agency agrees that, if any obligations of this contract are to be performed by subcontractor(s), the provisions of subparagraphs 1 and 2 of this Section shall be incorporated into and become a part of the subcontract.

### **XIX** **INDEMNIFICATION FOR TORT ACTIONS/LIMITATION OF LIABILITY**

- A. The provisions of Florida Statute 768.28 applicable to Orange County, Florida apply in full to this Contract.

Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the COUNTY acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

- B. No officer, employee or agent of the COUNTY acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any injury or damage suffered as a result of any act, event, or failure to act.
- C. The COUNTY shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of

his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

**XX**  
**ASBESTOS FREE MATERIALS**

For contracts for design services, CONSULTANT shall provide a written and notarized statement on company letterhead to certify and warrant that the project was designed with asbestos free materials. Such statement shall be submitted with the final payment request.

Final payment shall not be made until such statement is submitted. CONSULTANT agrees that if materials containing asbestos are subsequently discovered at any future time to have been included in the design, CONSULTANT shall be liable for all costs related to the redesign or modification of the construction of the project so that materials containing asbestos are removed from the design, plans or specifications or construction contract documents, and, in addition, if construction has begun or has been completed pursuant to a design that includes asbestos containing materials, the CONSULTANT shall also be liable for all costs related to the abatement of such asbestos.

**XXI**  
**CONTROLLING LAWS**

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the provisions of this Contract will be held in Orange County, Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

**XXII**  
**AVAILABILITY OF FUNDS**

The obligations of Orange County under this Contract are subject to need and availability of funds lawfully appropriated for its purpose by the Board of County Commissioners, or other specified funding source for this contract.

**XXIII**  
**DISLOCATED WORKERS**

CONSULTANT has committed to hire \_\_\_\_\_ ( ) CareerSource participants residing in Orange County, Florida. Therefore, within five (5) days after contract award, CONSULTANT shall contact the Orange County Business Development Liaison at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource staff and the Consultant to ensure that the process is properly adhered until all requirements have been met. CareerSource participants may be employed in any position within the firm but must be hired on a full-time basis.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONSULTANT will take appropriate steps to ensure that individual hired under this program are retained. However, if it becomes

necessary to replace an employee, the CONSULTANT shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

#### XXIV

#### **REGISTERED SERVICE-DISABLED VETERAN PARTICIPATION**

- A. The CONSULTANT shall be responsible for reporting Registered Service-Disabled Veteran (SDV) sub-consultant Contract dollar amount(s) for the SDV SUBCONSULTANT(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the County. Quarterly updated SDV utilization reports Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the Consultant shall ensure that the SDV participation percentage proposed in the Consultant's Proposal submitted for this Contract is accomplished.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The awarded prime consultant shall furnish written documentation evidencing actual dollars paid to **all sub-consultants** utilized by the prime consultant on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual SDV participation achieved by the Prime Consultant prior to the issuance of final payment.
- D. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization from the Business Development Manager. In the event a certified SDV sub-Consultant's sub-contract is terminated for cause, the CONSULTANT shall justify the replacement of that sub-consultant, with another certified M/WBE firm in writing to the Business Development Division, accompanied by the Project Manager's recommendation.
- E. It is the intent of the COUNTY to insure prompt payment of all sub-consultants working on COUNTY projects. The CONSULTANT shall:
  - 1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-consultants to the Business Development Division.
  - 2. The County may at its discretion require copies of subcontracts/purchase orders for the non-SDV's listed on Form B and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-SDV subconsultants certifying that a prompt payment clause has been included in that contract or purchase order.

3. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and sub-consultants (including those with non-SDV's) stating that payment will be made to the sub-consultant within 72 hours of receipt of payment from the COUNTY. The CONSULTANT shall pay each sub-consultant for all work covered under an invoice within the 72 hour time frame.

The Proposer shall contact the Business Development Division Liaison at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract. The County may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement Division.

## **XXV**

### **CONTRACT CLAIMS**

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Consultant against the County relating to a particular contract shall be submitted to the Procurement Division Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Consultant also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Consultant believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Consultant."

**Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.**

The decision of the Procurement Division Manager shall be issued in writing and shall be furnished to the Consultant. The decision shall state the reasons for the decision reached. The Procurement Division Manager shall render the final decision within sixty (60) days after receipt of Consultant's written request for a final decision. The Procurement Division Manager's decision shall be final and conclusive.

The Consultant shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of the Procurement Division.



**XXVI**  
**PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Contract and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of this Contract. For the breach or violation of this provision, the County shall have the right to terminate the Contract at its sole discretion, without liability and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

**XXVII**  
**TOBACCO FREE CAMPUS**

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Consultants and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

**XXVIII**  
**VERIFICATION OF EMPLOYMENT STATUS**

Prior to the employment of any person performing services under this contract, the CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all employees within the State of Florida that are hired by the CONSULTANT after the execution of the contract who are providing labor under the contract during the contract term; and, (b) all employees within the State of Florida of any of the CONSULTANT'S sub-consultants that are hired by those sub-consultants after the execution of the contract who are providing labor under the contract during the contract term. Please refer to USCIS.gov for more information on this process.

**XXIX**  
**DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION:**

By executing this agreement the Bidder affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

**XXX**

**FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS:**

By executing this agreement the Bidder affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

**XXXI**

**SEVERABILITY**

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

**XXXII**

**PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)**

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Consultant agrees to comply with Florida's Public Records Law. Specifically, the Consultant shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to Orange County.
4. Upon completion of the contract, Consultant agrees to transfer at no cost to Orange County all public records in possession of the Consultant or keep and maintain public records required by Orange County to perform the service. If the Consultant transfers all public record to Orange County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange

County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Consultant who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

**6. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT :**

**400 E. South Street, 2<sup>nd</sup> Floor, Orlando, FL 32801**  
**407-836-5897**  
[ProcurementRecords@ocfl.net](mailto:ProcurementRecords@ocfl.net)

>  
>

**BOARD OF COUNTY COMMISSIONERS**  
**ORANGE COUNTY, FLORIDA**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Carrie Mathes, MPA, CFCM, CPPO, C.P.M.  
CPPB, APP, Manager, Procurement Division

\_\_\_\_\_  
Name Typed

Date: \_\_\_\_\_  
(for County use only)

\_\_\_\_\_  
Title

**REQUEST FOR PROPOSALS**

**#Y20-903-JS**

**ORANGE COUNTY CONVENTION CENTER NORTH/SOUTH BUILDING  
IMPROVEMENTS COMMISSIONING SERVICES**

**DUE 2:00 P.M. – December 17, 2019**

**PROPOSER INFORMATION:**

NAME OF FIRM: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ (Street Address)

\_\_\_\_\_ (PO Box)

\_\_\_\_\_ (City, County, State, Zip)

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

AUTHORIZED SIGNITORY: \_\_\_\_\_ (Print Name) TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

CONTACT'S E-MAIL ADDRESS: \_\_\_\_\_

TIN# \_\_\_\_\_

**NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.**

**IDENTIFICATION OF BUSINESS ORGANIZATION:**

Check the appropriate box that describes the organization of the firm proposing:

Sole Proprietorship       Partnership       Joint Venture       Corporation

State of Incorporation: \_\_\_\_\_

Principal Place of Business (Florida Statute Chapter 607): \_\_\_\_\_

Check all that apply:

Mergers       Parent Company       Subsidiary

If a merger, a parent company or subsidiary relationship applies, list **all** entities in the relationships:

\_\_\_\_\_

The proposer represents that the following principals are authorized to sign and/or negotiate Contracts and related documents to which the bidder or proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Phone Number

**ADDENDUM ACKNOWLEDGEMENT:**

The Proposer shall acknowledge receipt of any addenda issued to the solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the Proposal. Failure to acknowledge an addendum that has a material impact on the solicitation may negatively impact the responsiveness of your Proposal. Material impacts include but are not limited to changes to scope of work, delivery time, performance period, quantities, bonds, letters of credit, insurance, qualifications, etc.

Addendum No. _____	Date	Addendum No. _____	Date
Addendum No. _____	Date	Addendum No. _____	Date

**PROJECT TEAM**

RFP Project Number: \_\_\_\_\_  
 TEAM NAME: \_\_\_\_\_

Federal I. D. Number: \_\_\_\_\_  
 Is Prime Consultant: an O.C. certified M/WBE Firm Yes\_\_\_\_ No\_\_\_\_  
 An O.C. registered SDV Firm Yes\_\_\_\_ No\_\_\_\_  
 Are you utilizing M/WBE credit for this RFP? Yes\_\_\_\_ No\_\_\_\_  
 If yes, then specify: \_\_\_\_\_

<b><u>PRIME</u></b> Role	<b>Name and City of Residence of Individual Assigned to the Project</b>	<b>Number of Years Experience</b>	<b>Education, Degree(s)</b>	<b>Florida Active Registration Numbers</b>
Principle-in-Charge				
Commissioning Manager				
Project Engineer				
Project Construction Administrator				
Other Key Member ( )				
Other Key Member ( )				
<b><u>SUBCONSULTANT</u></b> Role	<b>Company Name and Address of Office Handling this Project</b>	<b>If Certified M/WBE specify which; Or If Registered SDV indicate</b>	<b>Projected % of Overall work on the entire project</b>	<b>Name of Individual Assigned to the Project</b>
Architecture				
Mechanical Engineering				
Electrical Engineering				
Structural Engineering				
Civil Engineering				
Landscape Architecture				
Other Key Member ( )				
Other Key Member ( )				

**Note: Percentages indicated must conform to percentages indicated on Form C**

## LOCATION

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed. **Also, proposers shall complete and sign the attached pages, 2 through 4, concerning location. NOTE: THE AFFIDAVIT/NOTARIZATION REQUIREMENT (page 4).**

<b>PRIME CONSULTANT/ CONTRACTOR (Name &amp; Address)</b>	<b>CITY</b>	<b>COUNTY</b>	<b>STATE ZIP</b>	<b>PERCENTAGE OF WORK ASSIGNED</b>
--	-------------	---------------	----------------------	--

1. _____ _____	_____	_____	_____	_____ %
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2. _____ _____	_____	_____	_____	_____ %
-------------------	-------	-------	-------	---------

3. _____ _____	_____	_____	_____	_____ %
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**SUBCONSULTANT/SUBCONTRACTOR  
(Name & Address)**

1. _____ _____	_____	_____	_____	_____ %
-------------------	-------	-------	-------	---------

2. _____ _____	_____	_____	_____	_____ %
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3. _____ _____	_____	_____	_____	_____ %
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4. _____ _____	_____	_____	_____	_____ %
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5. _____ _____	_____	_____	_____	_____ %
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6. _____ _____	_____	_____	_____	_____ %
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7. _____ _____	_____	_____	_____	_____ %
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**Use additional pages if necessary - Total Percentage must equal 100%**

**LOCATION (continued)**

1. Current domicile of Commissioning Manager.

Name of Commissioning Manager \_\_\_\_\_

City & County \_\_\_\_\_

State \_\_\_\_\_

2. Will Commissioning Manager relocate to an Orange County address to facilitate contract performance? (check appropriate line)

No \_\_\_\_\_ Not Applicable \_\_\_\_\_

If Commissioning Manager will not relocate, explain how the Commissioning Manager will manage the project and maintain close communication with the County.

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Yes \_\_\_\_\_ Not Applicable \_\_\_\_\_

If yes, please explain when relocation will occur in relationship to contract award.

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**LOCATION (continued)**

3. Current domicile of Project Engineer.

Name of Project Engineer \_\_\_\_\_  
City & County \_\_\_\_\_  
State \_\_\_\_\_

4. Will Project Engineer relocate to an Orange County address to facilitate contract performance? (check appropriate line)

No \_\_\_\_\_ Not Applicable \_\_\_\_\_

If Project Engineer will not relocate, explain how the Project Engineer will manage the project and maintain close communication with the County.

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Yes \_\_\_\_\_ Not Applicable \_\_\_\_\_

If yes, please explain when relocation will occur in relationship to contract award.

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**LOCATION (continued)**

**AFFIDAVIT**

**Under penalties of perjury, I swear affirm that the preceding location information is true and correct. I also acknowledge that any material misrepresentation will be grounds for terminating for default any contract, which may have been awarded due in whole or part to such misrepresentation. I also understand that false statements may result in criminal prosecution for a felony of the third degree per Section 92.525(3), Florida Statutes.**

<b>Authorized Signatory</b>		<b>Name of</b>
	<b>Proposer</b>	
<b>Typed or Printed Full Name</b>		<b>Date</b>
	<b>Title</b>	

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me appeared (name) \_\_\_\_\_  
\_\_\_\_\_, to me personally known, who being duly sworn, did execute the  
foregoing affidavit, and did state that he or she was properly authorized by (name of firm)  
\_\_\_\_\_ to execute the affidavit and did so as his or her  
free act and deed.

Notary Public \_\_\_\_\_  
Commission Expires \_\_\_\_\_

(seal)  
Date \_\_\_\_\_  
State of \_\_\_\_\_  
County of \_\_\_\_\_

FORM D

**SIMILAR PROJECTS**

**COMMISSIONING MANAGER**

USING PAGES D1 – D3 only - List up to **THREE (3) SIMILAR PROJECTS**, (one project per page), for which services have been **SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS** immediately preceding the due date of proposals in response to this RFP, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed Commissioning Manager has performed **IN THE SAME CAPACITY** with your firm, or other firms.

**LIST THE ONE COMMISSIONING MANAGER ONLY AS INDICATED ON FORM B.** Proposers must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The Proposer shall ensure that the basic description of the similar project including all required performance requirements and/or dimensions is *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description shall negatively impact the scoring for the project.

In addition, the Proposer should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFP.

Proposed Commissioning Manager: Name: \_\_\_\_\_

Certified Commissioning Profession (CCP):  or

Commissioning Process Management Professional (CPMP):  or

Accredited Commissioning Process Authority Professional (CxAP or CAP):  or

Certified Commissioning Authority (CxA):

1. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type: \_\_\_\_\_

Design or Consulting Completion Date (month/year): \_\_\_\_\_

Firm: \_\_\_\_\_

Summary of Work:

Proposed Commissioning Manager: Name: \_\_\_\_\_  
Certified Commissioning Profession (CCP):  or  
Commissioning Process Management Professional (CPMP):  or  
Accredited Commissioning Process Authority Professional (CxAP or CAP):  or  
Certified Commissioning Authority (CxA):

2. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type: \_\_\_\_\_

Design or Consulting Completion Date (month/year): \_\_\_\_\_

Firm: \_\_\_\_\_

Summary of Work:

Proposed Commissioning Manager: Name: \_\_\_\_\_  
Certified Commissioning Profession (CCP):  or  
Commissioning Process Management Professional (CPMP):  or  
Accredited Commissioning Process Authority Professional (CxAP or CAP):  or  
Certified Commissioning Authority (CxA):

3. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type: \_\_\_\_\_

Design or Consulting Completion Date (month/year): \_\_\_\_\_

Firm: \_\_\_\_\_

Summary of Work:

FORM E

**SIMILAR PROJECTS**

**PROJECT ENGINEER**

USING PAGES E1 - E3 only - List up to **THREE (3) SIMILAR PROJECTS**, (one project per page), for which services have been **SUCCESSFULLY COMPLETED WITHIN THE PAST TEN (10) YEARS** immediately preceding the due date of proposals in response to this RFP, which most closely match the scope of work in this RFP, as identified in similar project description, wherein the proposed project engineer has performed **IN THE SAME CAPACITY** with your firm, or other firms.

**LIST THE ONE PROJECT ENGINEER ONLY AS INDICATED ON FORM B.** Proposers must explain and emphasize how each element of the similar project description was performed in conjunction with the project listed.

The Proposer shall ensure that the basic description of the similar project, including all required performance requirements and/or dimensions is *identified* and that the elements are adequately explained in the text. The description shall document how the particular element was performed in conjunction with the overall project. The mere listing of elements without specific details in the body of the description shall negatively impact the scoring for the project.

In addition, the Proposer should provide a narrative of what skills were used that are similar in nature to what is required in the scope of services for this RFP.

Proposed Project Engineer: \_\_\_\_\_  
Certified Commissioning Profession (CCP):  or  
Commissioning Process Management Professional (CPMP):  or  
Accredited Commissioning Process Authority Professional (CxAP or CAP):  or  
Certified Commissioning Authority (CxA):

1. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type: \_\_\_\_\_

Design or Consulting Completion Date (month/year): \_\_\_\_\_

Firm: \_\_\_\_\_

Summary of Work:



Proposed Project Engineer: \_\_\_\_\_  
Certified Commissioning Profession (CCP):  or  
Commissioning Process Management Professional (CPMP):  or  
Accredited Commissioning Process Authority Professional (CxAP or CAP):  or  
Certified Commissioning Authority (CxA):

2. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type: \_\_\_\_\_

Design or Consulting Completion Date (month/year): \_\_\_\_\_

Firm: \_\_\_\_\_

Summary of Work:

Proposed Project Engineer: \_\_\_\_\_  
Certified Commissioning Profession (CCP):  or  
Commissioning Process Management Professional (CPMP):  or  
Accredited Commissioning Process Authority Professional (CxAP or CAP):  or  
Certified Commissioning Authority (CxA):

3. Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_

Reference Name, Address, Phone Number, Fax Number, Email Address:

Project Type: \_\_\_\_\_

Design or Consulting Completion Date (month/year): \_\_\_\_\_

Firm: \_\_\_\_\_

Summary of Work:

## FORM F

### **SKILLS AND EXPERIENCE OF THE PROJECT TEAM**

**Using a maximum of three pages, 8 1/2" X 11"**, labeled "Form F-1" through "Form F-3" describes the experience of the entire project team as it relates to this project. Title the first page "Skills and Experience of the Project Team" and label each page as described above. Include the experience of the prime Consultant as well as other members of the project team; i.e., additional personnel, sub-consultants, branch offices, team members and other resources anticipated to be utilized for this project. Proposer shall list professional titles, license, certifications, and accomplishments of staff; credentials, qualifications and years' experience of the staff for both the prime and sub-consultants and key personnel; affiliations, memberships, and officers of staff in professional organization; and number of years prime and sub-consultants worked together. Name specific projects successfully completed within the **past TEN (10) years** immediately preceding the due date of proposals in response to this RFP, where the team members have performed "Similar Projects" with the project elements stated in this RFP.

Qualifications of Other Key Personnel. Identify the key personnel who will have primary responsibility for the following areas of service if the firm is selected. For each individual identified, provide name, office address, title, current employer, resume indicating the individual's experience (including the number of years of experience) in the area of responsibility below, and showing project related experience in ACTIVE fully operational general assembly facility (airports, arenas, convention centers, university campus facilities, hotels, stadiums) for at least three (3) projects.

The team shall have a Commissioning Manager that is a Professional Engineer in the State of Florida, with other Engineers as appropriate that are also registered engineers. Project managers, lead field engineers, and field support staff may be non-engineers who have the technical training, past field experience and skills in Commissioning, especially in the areas of TAB, HVAC operations, DDC systems and electrical system operations.

Consideration shall be given to firms with team members possessing one or more commissioning certifications provided by the following:

1. Building Commissioning Association – Certified Commissioning Professional (CCP)
2. Association of Heating, Refrigeration and Air Conditioning Engineers – Commissioning Process Management Professional (CPMP)
3. University of Wisconsin-Madison - Accredited Commissioning Process Authority Professional (CxAP or CAP)
4. AABC Commissioning Group - Certified Commissioning Authority (CxA)

**Specifically identify the management plan.** The management plan shall describe, at a minimum, the Proposer's basic approach to the management of the project, to include reporting hierarchy of staff and sub-consultants, clarify the individual(s) responsible for the co-ordination of the separate components of the scope of work, and describe the quality assurance/quality control plan. Provide an organizational chart for the team and label as "Form F-4"; the organizational chart shall be in addition to the three page maximum.

FORM H

**PROJECT SCOPE, APPROACH AND UNDERSTANDING**

**Using a maximum of five (5) pages, 8 1/2" x 11"**, labeled "Form H-1" through "Form H-5" delineate your firm's understanding of the project, scope and approach or approaches to successful completion, specialized skills available, special considerations and possible difficulties in completing the project as specified and whether the firm can perform the services within the time specified without delay or interference.

Describe alternate approaches to the project if applicable. Title the first page "Project Scope, Approach and Understanding" and label each page as described above.

**CONFLICT / NON-CONFLICT OF INTEREST STATEMENT**

**CHECK ONE**

[ ] To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

**OR**

[ ] The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

**CHECK ONE**

[ ] The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

[ ] The undersigned firm, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
NAME (PRINT OR TYPE)

\_\_\_\_\_  
TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

**EQUAL OPPORTUNITY WORKFORCE SCHEDULE**

See: Sec. 17-322 (Establishment of goals; employment), Orange County Code of Ordinances

**Directions:** Review the definition of “minority” in Sec. 17-319 (Definitions), Orange County Code of Ordinances, and record the demographics of your workforce by inserting the number of applicable employees in each box below. The County will only consider your total workforce (“TWF”) that falls within the “employee types” designated by an asterisk (\*) when evaluating this Bid/Proposal Response. For data collecting purposes, record any applicable employees located in the Orlando Metropolitan Statistical Area (“OMSA”) of Lake, Orange, Osceola, and Seminole counties. If a Joint Venture is bidding, each entity must fill out a separate schedule.

WORKFORCE		African American		Asian American		Hispanic American		Native American		Caucasian/Other		TOTAL	
		TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA
Employee Types (MALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
Displaced Workers													
<b>MALE SUBTOTAL</b>													
Employee Types (FEMALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
Displaced Workers													
<b>FEMALE SUBTOTAL</b>													
<b>TOTAL</b>													

Form Completed by (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Form Approved by (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

## INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form [3 pages] **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

However, if the proposer is not a joint venture, check the following block: ( ) NOT APPLICABLE and proceed to Form L.

1. Name of joint venture: \_\_\_\_\_

2. Address of joint venture: \_\_\_\_\_

3. Phone number of joint venture: \_\_\_\_\_

4. Identify the firms which comprise the joint venture: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Describe the role of the MBE firm (if applicable) in the joint venture:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE partners (if applicable)? \_\_\_\_\_

\_\_\_\_\_

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing: \_\_\_\_\_

(b) Capital contributions, including equipment: \_\_\_\_\_

(c) Other applicable ownership interests: \_\_\_\_\_

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: \_\_\_\_\_

(b) Management decisions, such as: \_\_\_\_\_

(1) Estimating: \_\_\_\_\_  
\_\_\_\_\_

(2) Marketing and sales: \_\_\_\_\_  
\_\_\_\_\_

(3) Hiring and firing of management personnel: \_\_\_\_\_  
\_\_\_\_\_

(4) Purchasing of major items or supplies: \_\_\_\_\_  
\_\_\_\_\_

(c) Supervision of field operations: \_\_\_\_\_  
\_\_\_\_\_

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

**\* Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the RFP Proposal.**

**AFFIDAVIT**

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also permit authorized representatives of the county to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

**AFFIDAVIT**

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared (name) \_\_\_\_\_, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

(Seal)

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission Expires \_\_\_\_\_

(Seal)

## DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that \_\_\_\_\_ does:

**Name of Proposer**

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for any violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free work-place through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF INTENT  
(VERIFICATION OF M/WBE UTILIZATION)**

**\*INSTRUCTIONS\*** Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Subconsultant(s) listed by the Proposer on Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C of the proposal, the values listed on this Letter of Intent will supercede for RFP scoring/evaluation.

The subcontract will reflect a 72 hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

\_\_\_\_\_  
M/WBE Subconsultant

\_\_\_\_\_  
Certified Scope(s) of Work

\_\_\_\_\_  
Subcontract Percentage/Amount (**ONLY USED TOWARDS M/WBE UTILIZATION**)

I understand that I shall not be allowed to substitute or change subconsultants without prior written approval of the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02, as amended by Ordinance No. 2009-21 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

I, \_\_\_\_\_, (M/WBE Sub-Consultant) understand that "It is my responsibility to submit the required quarterly M/WBE utilization reports to the Prime and the final M/WBE payment verification form to the Business Development Division."

Failure to submit the required documents could negatively impact my M/WBE certification.

\_\_\_\_\_  
Authorized Agent of Prime Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Authorized Agent of M/WBE Subconsultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
M/WBE Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

LETTER OF INTENT  
(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

**\*INSTRUCTIONS\*** Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letter must be submitted with the Proposal for each Registered Service-Disabled Veteran Sub-consultant(s) listed by the Proposer of Form B, Project Team. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on Form B and C of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72 hour prompt payment cause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

\_\_\_\_\_  
SDV Sub-consultant

\_\_\_\_\_  
Registered Scope(s) of Work

\_\_\_\_\_  
Subcontract Percentage/Amount (**ONLY USED TOWARDS BONUS POINTS**)

I understand that I shall not be allowed to substitute or change SubConsultants, without the express prior approval of the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Registered Service-Disable Veteran Business Program requirements contained in the Orange County Ordinance, Orange County Code, Chapter 17, Article III, Division 5.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

\_\_\_\_\_  
Authorized Agent of Prime Consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Authorized Agent of SDV Sub-consultant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
SDV Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

*For Staff Use Only:*  
Initially submitted on \_\_\_\_\_  
Updated On \_\_\_\_\_

Specific Project Expenditure Report (Revised November 5, 2010)  
For use as of March 1, 2011

**ORANGE COUNTY CONVENTION CENTER NORTH/SOUTH BUILDING  
IMPROVEMENTS COMMISSIONING SERVICES**  
Case or Bid No. **Y20-903 -JS**

**ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT**

**This lobbying expenditure form shall be completed in full and filed with all application submittals.  
This form shall remain cumulative and shall be filed with the department processing your application.  
Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.**

**This is the initial Form: \_\_\_\_\_  
This is a Subsequent Form: \_\_\_\_\_**

**Part I**

**Please complete all of the following:**

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): \_\_\_\_\_  
\_\_\_\_\_

Name and Address of Principal's Authorized Agent, if applicable: \_\_\_\_\_  
\_\_\_\_\_

**List the name and address of all lobbyists, consultants, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)**

1. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
2. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
3. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
4. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
5. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
6. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
7. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_
8. Name and address of individual or business entity: \_\_\_\_\_  
Are they registered Lobbyist? Yes \_\_\_ or No\_\_\_

Company Name: \_\_\_\_\_

**Part II  
Expenditures:**

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, consultants, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
<b>TOTAL EXPENDED THIS REPORT</b>			\$

Company Name: \_\_\_\_\_

**Part III  
ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs

*For Staff Use Only:*

Initially submitted on \_\_\_\_\_

Updated On \_\_\_\_\_

Specific Project Expenditure Report (Revised November 5, 2010)

For use as of March 1, 2011

**ORANGE COUNTY CONVENTION CENTER NORTH/SOUTH BUILDING  
IMPROVEMENTS COMMISSIONING SERVICES**

Case or Bid No. **Y20-903 -JS**

for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of  Principal or  Principal's Authorized Agent

*(check appropriate box)*

**PRINT NAME AND TITLE:** \_\_\_\_\_

STATE OF \_\_\_\_\_ :

COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ . He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Staff signature and date of receipt of form \_\_\_\_\_

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ) ABOUT THE SPECIFIC PROJECT  
EXPENDITURE REPORT**

*Updated 3-1-11*

**WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?**

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and his/her authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and consultant(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

**WHO NEEDS TO FILE THE SPR?**

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

*Expenditure* means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

*Lobbying* means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, consultant, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the



County Mayor, with any other member of the [BCC], or with any member of a procurement committee.” (See Section 2-351, Orange County Code.) *Lobbying* also means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

*Principal* means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

**DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

**WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

**WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

**WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?**

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

RFP Number **Y20-903 -JS**

**RELATIONSHIP DISCLOSURE FORM**  
**FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY**  
**IS THE PRINCIPAL OR PRIMARY APPLICANT**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the bidder, offerer, quoter or respondent and shall be submitted to the Procurement Division by the bidder, offerer, quoter or respondent.

In the event any information provided on this form should change, the applicant must file an amended form on or before the date the item is considered by the appropriate board or body.

**Part I**

**INFORMATION ON APPLICANT (BIDDER, OFFEROR, QUOTER, PROPOSER, OR RESPONDENT):**

Legal Name of Applicant: \_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

\_\_\_\_\_

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_

**INFORMATION ON APPLICANT'S AUTHORIZED AGENT, IF APPLICABLE:  
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:  
\_\_\_\_\_

Business Address (Street/P.O. Box, City and Zip Code): \_\_\_\_\_

\_\_\_\_\_

Business Phone ( ) \_\_\_\_\_

Facsimile ( ) \_\_\_\_\_

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

RFP Number **Y20-903 -JS**

**Company Name:** \_\_\_\_\_

**Part II**

**IS THE APPLICANT A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

\_\_\_ YES \_\_\_ NO

**IS THE MAYOR OR ANY MEMBER OF THE BCC THE APPLICANT'S EMPLOYEE?**

\_\_\_ YES \_\_\_ NO

**IS THE APPLICANT OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?**

\_\_\_ YES \_\_\_ NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Use additional sheets of paper if necessary)

*For Staff Use Only:*

Date Submitted \_\_\_\_\_

Date Updated \_\_\_\_\_

RFP Number **Y20-903 -JS**

**Company Name:** \_\_\_\_\_

**Part III**

**ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED**

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

\_\_\_\_\_  
Signature of Applicant

Date: \_\_\_\_\_

Print Name and Title of Person completing this form: \_\_\_\_\_

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Staff signature and date of receipt of form

\_\_\_\_\_  
Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**AGENT AUTHORIZATION FORM  
FOR PROCUREMENTS IN ORANGE COUNTY, FLORIDA**



I/WE, (PRINT PROPOSER NAME) \_\_\_\_\_, DO  
HEREBY AUTHORIZE TO ACT AS MY/OUR AGENT (PRINT AGENT'S NAME),  
\_\_\_\_\_, TO EXECUTE ANY PETITIONS OR OTHER DOCUMENTS  
NECESSARY TO AFFECT THE **CONTRACT APPROVAL PROCESS** MORE SPECIFICALLY DESCRIBED AS  
FOLLOWS, RFP NO. Y20-903-JS, **ORANGE COUNTY CONVENTION CENTER NORTH/SOUTH  
BUILDING IMPROVEMENTS COMMISSIONING SERVICES**, AND TO APPEAR ON MY/OUR BEHALF BEFORE  
ANY ADMINISTRATIVE OR LEGISLATIVE BODY IN THE COUNTY CONSIDERING THIS **CONTRACT** AND TO ACT IN ALL  
RESPECTS AS OUR AGENT IN MATTERS PERTAINING TO THIS CONTRACT.

Date: \_\_\_\_\_  
\_\_\_\_\_  
Signature of Proposer

STATE OF \_\_\_\_\_ :  
COUNTY OF \_\_\_\_\_ :

I certify that the foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_. He/she is personally known to me or has produced \_\_\_\_\_ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the \_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_.

(Notary Seal)

\_\_\_\_\_  
Signature of Notary Public  
Notary Public for the State of \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**FREQUENTLY ASKED QUESTIONS (FAQ)**  
**ABOUT THE**  
**RELATIONSHIP DISCLOSURE FORM**  
*Updated 6-28-11*

**WHAT IS THE RELATIONSHIP DISCLOSURE FORM?**

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

**WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?**

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

**WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?**

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

**WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?**

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

**HOW ARE THE KEY RELEVANT TERMS DEFINED?**

*Applicant* means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. *Applicant* means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

*Business associate* means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

*Employee* means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

*Relative* means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

**DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?**

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

**WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?**

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division .

**WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?**

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division .

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

**WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?**

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant’s project or item.



However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

**CONCLUSION:**

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

**E VERIFICATION CERTIFICATION**

**Contract Y20-903-JS**

**NAME OF CONSULTANT:** \_\_\_\_\_ (referred to herein as "Consultant")

**ADDRESS OF CONSULTANT:** \_\_\_\_\_

---

The undersigned does hereby certify that the above named consultant:

1. Is registered and is using the E-Verify system; or
2. Does not have any employees and does not intend to hire any new employees during the period of time that the consultant will be providing services under the contract and consequently is unable to register to use the E-Verify system; or
3. Employs individuals that were hired prior to the commencement of providing labor on the contract and does not intend to hire any new employees during the period of time that the contractor will be providing labor under the contract, and consequently is unable to use the E-Verify system.

The undersigned acknowledges the use of the E-Verify system for newly hired employees is an ongoing obligation for so long as the Consultant provides labor under the contract and that the workforce eligibility of all newly hired employees will be properly verified using the E-Verify system.

**In accordance with Section 837.06, Florida Statutes, Consultant acknowledges that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in Section 775.082 or Section 775.083, Florida Statutes.**

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DISLOCATED WORKERS  
PROPOSED HIRING INFORMATION**

**Section I: To be Submitted with Proposal**

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Number of Individuals to be Hired: \_\_\_\_\_

Signature of Authorized Representative of Above Firm: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**Section II: For CareerSource Central Florida Use Only (To be Completed After Contract Award)**

Verification: I certify that the above individuals are dislocated workers

Individual Complete Name:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

\*5. \_\_\_\_\_

\*6. \_\_\_\_\_

**CareerSource Central Florida  
390 North Orange Avenue, Suite 700  
Orlando, Florida 32805  
(407) 531-1222**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

\*CareerSource Participants who do not meet specific job qualifications

# SAMPLE DO NOT USE

## LEASED EMPLOYEE AFFIDAVIT CONTRACT #Y\_\_\_\_\_

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: \_\_\_\_\_

Workers' Compensation Carrier: \_\_\_\_\_

A.M. Best Rating of Carrier: \_\_\_\_\_

Inception Date of Leasing Arrangement: \_\_\_\_\_

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: \_\_\_\_\_

Signature of Owner/Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# SAMPLE DO NOT USE

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>
Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

<p><b>A. Section II – Who is An Insured</b> is amended to include as an additional insured the person(s) or organizations(s) shown in the Schedule, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:</p> <ol style="list-style-type: none"><li>1. In performance of your ongoing operations; or</li><li>2. In connection with your premises owned by or rented to you.</li></ol> <p>However:</p> <ol style="list-style-type: none"><li>1. The insurance afforded to such additional insured only applies to the extent permitted by law; and</li><li>2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.</li></ol>	<p><b>B.</b> With respect to the insurance afforded to these additional insureds, the following is added to Section III-Limits of Insurance:</p> <p>If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:</p> <ol style="list-style-type: none"><li>1. Required by the contract or agreement; or</li><li>2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.</li></ol> <p>This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.</p>
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# SAMPLE DO NOT USE

POLICY NUMBER: \_\_\_\_\_

COMMERCIAL GENERAL LIABILITY  
CG 24 04 0509

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

<b>Name of Person or Organization:</b>
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS PROCUREMENT DIVISION 400 E. SOUTH STREET ORLANDO, FL 32801
(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

The following is added to Paragraph 8, Transfer of Rights of Recovery Against Others To Us of Section IV – Conditions:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

# SAMPLE DO NOT USE

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

### Schedule

#### **Name of Person or Organization:**

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS  
PROCUREMENT DIVISION  
400 E. SOUTH STREET  
ORLANDO, FL 32801

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement No.	Effective Policy No.	Endorsement
--------------------	----------------------	-------------

Insured

Insurance Company  
by \_\_\_\_\_

Countersigned

WC 00 03 13